

# Georgia Department of Public Health Contract for Services

Solicitation Title <b>Positive Alternatives for Pregnancy 2017</b>	Solicitation Number <b>DPH0000126</b>	Contract Number <b>40500-040-17172496</b>
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1. This Contract is entered into between the Georgia Department of Public Health and the Contractor named below:

**Life Resources of Georgia, Inc.** (hereafter called Contractor)

2. Contract to Begin: <b>6/30/2017</b>	Date of Completion: <b>6/29/2018</b>	Renewals: <b>Four (4)</b>
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3. Performance Bond, if any: <b>N/A</b>	Other Bonds, if any: <b>N/A</b>
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4. Maximum Amount of this Contract: <b>\$3,000,000.00</b>	Total Financial Obligation of the Department for the First Fiscal Year: <b>\$3,000,000.00</b>	Total Financial Obligation of the Department for each Renewal Period if Renewed: <b>TBD</b>
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**IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.**

5.  
**Life Resources of Georgia, Inc. (hereafter called Contractor)**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

By (Authorized Signature)	Date Signed
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Printed Name and Title of Person Signing

Address

6.  
**Georgia Department of Public Health (hereafter called "DPH" or "Department")**

By (Authorized Signature)	Date Signed
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Printed Name and Title of Person Signing

Address

**2 Peachtree St. NW, 15<sup>th</sup> Floor, Atlanta, GA 30303**

7. Authorized Person to Receive Contract Notices for Department: Authorized Person to Receive Contract Notices for Contractor:

**Business Owner:**

Diane Durrence  
Georgia Department of Public Health  
2 Peachtree St. NW, 11<sup>th</sup> Floor  
Atlanta, GA 30303  
Phone: 404-657-2742  
Email: [Diane.Durrence@dph.ga.gov](mailto:Diane.Durrence@dph.ga.gov)

**Contract Administrator:**

Jamillia L. Richmond  
Georgia Department of Public Health  
2 Peachtree St. NW, 9<sup>th</sup> Floor  
Atlanta, GA 30303  
Phone: 404-232-1142  
Email: [Jamillia.Richmond@dph.ga.gov](mailto:Jamillia.Richmond@dph.ga.gov)

**Business Contact:**

Christina Middleton  
Life Resources of Georgia, Inc.  
Phone: 678-622-5947  
Email: [christina@liferesourcesga.com](mailto:christina@liferesourcesga.com)

Physical Location:  
6405 Sugarloaf Parkway  
Duluth, GA 30097

Mailing Address:  
P.O. Box 6375  
Macon, GA 3102

8. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

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Attachment 1: <b>Department of Public Health Terms and Conditions for Contracts for Services</b>
Attachment 2: <b>Vendor Lobbyist Disclosure</b> (pursuant to Georgia Executive Order Number 10.01.03.01, 2003)
Attachment 3: <b>External Entities Audit Standards and Sanctions</b> (pursuant to 2 CFR Part 200, 45 CFR Part 75.501, 7 CFR Part 277.17 <i>Audit Requirements</i> , O.C.G.A. 50-20-1 through 50-20-8)
Attachment 4: <b>Contractor Work Authorization Affidavit</b> O.C.G.A. 13-10-91(b)(1)
Attachment 5: <b>Solicitation</b> (referenced above)
Attachment 6: <b>Contractor's Final Response</b>
Attachment 7: <b>Responsibilities, Deliverables and Payment Schedule</b>
Attachment 8: <b>Insurance Forms</b>
Attachment 9: <b>Department of Public Health Form GC-00901A Business Associate Agreement</b>

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**Department of Public Health  
Attachment 1  
Terms and Conditions for Services Contracts**

**A. DEFINITIONS AND GENERAL INFORMATION**

**1. Definitions.** The following words shall be defined as set forth below:

- i. **"Contractor"** means the provider of the Services under the Contract as identified in paragraph 1 on page 1.
- ii. **"Department"** means the Georgia Department of Public Health.
- iii. **"Purchase Instrument"** means the documentation issued by the Department to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Department.
- iv. **"Response", "Contractor's Response" or "Final Response"** means the Contractor's response to the RFX, including any modifications or clarifications accepted by the Department.
- v. **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Department Standard Contract Form, which solicitation document was issued (electronically or by other means) to solicit the Services that are subject to the Contract.
- vi. **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.

**2. Priority of Contract Provisions.** The terms of this Contract for Services and these Contract Terms and Conditions for Services shall control over any contradictory language appearing in any other attached contract document. Any contract terms and conditions included on Contractor's invoices shall not bind the Department.

**3. Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the Department.

**B. DURATION OF CONTRACT**

**1. Contract Term.** The Contract shall begin and end on the dates specified in the Department Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.

2. **Contract Renewal.** If renewals are authorized on paragraph 2 on page 1, the Department shall have the option, in its sole discretion, to renew the Contract for additional one-year terms by giving the Contractor written notice of the renewal decision. Upon the Department's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the Department and the Contractor. The Contract shall be renewed at the same amount with the same deliverables unless otherwise agreed upon.

## C. DESCRIPTION OF SERVICES

1. **Specification in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the Department, regardless of when the hidden damage is discovered.

## D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the Services sold pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated by paragraph 6 on page 1. Unless clearly stated otherwise in the Contract, all prices are fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for the Services supplied to the Department under the Contract at the billing address specified in the Purchase Instrument or Contract. The Department shall pay all approved invoices in arrears.

Unless otherwise agreed in writing by the Department and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the Department for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the Department in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are properly performed. In this event, the Department may withhold that portion of the Contractor's compensation which represents payment for Services that were not delivered or performed. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the Department to incur costs, the Department may deduct the amount of such incurred costs from any amounts payable to Contractor. The Department's authority to deduct

such incurred costs shall not affect the Department's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the Department any sum under the terms of the Contract, the Department may set off the sum owed to the Department against any sum owed by the Department to the Contractor in the Department's sole discretion.

## **E. TERMINATION**

1. **Summary Termination.** The Department may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - i. The revocation or loss of any certification or license which Contractor is required to have as a condition precedent to providing such Services;
  - ii. The Department determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a risk to life, health, or safety;
  - iii. The Contractor fails to comply with confidentiality laws or obligations;
  - iv. The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete; or
  - v. Pursuant to O.C.G.A. Section 50-5-64, if the Department determines, in its sole discretion, that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Department under this contract.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Contractor in default, and to terminate the Contract if such default is not cured to the Department's satisfaction within thirty days after receiving written notice of default:
  - i. The Contractor fails to deliver or has delivered nonconforming Services, or fails to perform, to the Department's satisfaction, any material requirement of the Contract, or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - ii. The Department determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - iii. The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - iv. The Contractor terminates or suspends its business, or the Department reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- v. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - vi. The Contractor has engaged in conduct that has or may expose the Department or the State to liability, as determined in the Department's sole discretion; or
  - vii. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Department, the State, or a third party.
- 3. Termination For Convenience.** Following thirty days' written notice, the Department may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination for convenience, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the Department up to and including the date of termination.
- 4. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Department, the Contractor shall:
- i. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Department may require;
  - ii. Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
  - iii. Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
  - iv. Cooperate in good faith with the Department and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
  - v. Immediately return to the Department any payments made by the Department for Services that were not delivered or rendered by the Contractor.

## **F. CONFIDENTIAL INFORMATION**

- 1. Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. All information received pursuant to the Contract is confidential and shall remain the property of the Department unless otherwise designated by the Department.
- i. The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;

- ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- iv. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some Services performed for the Department may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor seeking records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
- 5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State Government Tort Claims Fund, the Department, and its officers, employees, agents, and volunteers (collectively "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from:
  - i. Any breach of the Contract;
  - ii. Any negligent, intentional, or wrongful act or omission of the Contractor or its employees, agents, or subcontractors;
  - iii. Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

- iv. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
- v. Claims, demands, or lawsuits that, with respect to any goods that may be furnished under this Contract, allege product liability, strict product liability, or any variation thereof;
- vi. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
- vii. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
- viii. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- ix. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.

**2. Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to assist in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- i. Procure for the State the right to continue using the Services;
- ii. Replace or modify the same so that it becomes non-infringing; or
- iii. Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or Copyright infringement or claim thereof is based upon or arises out of any patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct interest by license or otherwise.

**3. Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.



## H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

## I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in paragraph 3 on page 1.

## J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties and representations made by the Contractor and its subcontractors in the Contract and the Contractor's Response, whether or not the Contract specifically denominates warranties and representations as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to supplement any warranties that may be implied or imposed by law.
- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the Department shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, then the Department shall have the option of remedying same at Contractor's expense. Payment by the Department shall not constitute acceptance or relieve the Contractor of any obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Conformity with Contractual Requirements. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that the Services provided to the State shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights necessary to provide such Services.
- 5. Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the Department. Except as otherwise expressly authorized by the

Department, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.

- 6. Industry Standards.** The Contractor warrants that all aspects of the Services provided by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
- 7. Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Department. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the applicable Department while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Department may have the personnel removed from State premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Department believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the Department shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Department's request, immediately replace such person with another person acceptable to the Department and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFX and this Contract.

## **K. PRODUCT RECALL**

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Department and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Department from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

## **L. CONTRACT ADMINISTRATION**

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Department Standard Contract Terms and Conditions (including any amendments accepted by both the Department and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
  - i. First, by giving preference to the specific provisions of the Department Standard Contract Terms and Conditions.
  - ii. Second, by giving preference to the specific provisions of the RFX.
  - iii. Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Department in writing shall not be included in this Contract and shall be given no weight or consideration.
- 2. Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Department cannot be implied from the Contractor's Response.
- 3. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and Department policies and standards in effect during the performance of the Contract, including but not limited to the Department's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics.
- 4. Drug-free Workplace.** The Contractor hereby certifies as follows:
  - i. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
  - ii. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and

iii. Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3".

5. **Boycott of the Nation of Israel Prohibited.** The Contractor certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this contract.
6. **Amendments.** The Contract may be amended only through a writing signed by both parties. If the contract award exceeds the delegated purchasing authority of the Department, then the Department must obtain approval of the amendment from the Department of Administrative Services (DOAS).
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any civil action is commenced in connection with this Contract, such civil action shall be brought in the State or Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Notice of Intent to Litigate and Alternative Dispute Resolution Procedures.** No civil action with respect to any dispute, claim, or controversy arising out of or relating to this Contract may be commenced without first giving fourteen calendar days written notice of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, the State may elect to submit the matter to non-binding mediation or to binding arbitration. The parties will cooperate with one another in selecting a mediator or arbitrator and in scheduling the mediation or arbitration proceedings. Venue for the mediation or arbitration will be in Atlanta, Georgia; provided, however, that any mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

No party may commence a civil action with respect to any matters submitted to mediation until forty-five days after the completion of the initial mediation session.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in

whole or in part without the prior written consent of the Department.

- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Department, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Department. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.
- 11. Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that is not included in the Contract. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the Department and the Contractor for the Services provided in connection with the Contract.
- 12. Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or principal and agency relationship between the parties. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State.
- 13. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 14. Severability.** If any provision of the Contract is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law.
- 15. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract.
- 16. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five years following the date of final payment, termination, or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other

authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

- 17. Debarred, Suspended, and Ineligible Status.** Contractor warrants that neither Contractor nor any of its subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Department if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 18. Use of Name or Intellectual Property.** Contractor agrees it will not use the name of the Georgia Department of Public Health or any intellectual property owned by the State of Georgia, including but not limited to State trademarks or logos, in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Department.
- 19. Taxes.** Contractor is responsible for the payment of any federal taxes that may be due on goods or services provided under this Contract, including income tax withholding and payroll taxes. The Department is exempt from State and Local Sales and Use Taxes. Tax Exemption Certificates will be furnished upon request.
- 20. Certification Regarding Sales and Use Tax.** By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2.
- 21. Obligations Beyond Contract Term.** All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 22. Further Assurances and Corrective Instruments.** The Department and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further documents as may reasonably be required for carrying out the Contract.
- 23. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

**ATTACHMENT 2**  
**VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM**

Pursuant to Executive Order Number 10.01.03.01 (the "Order"), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires "Vendor Lobbyists," defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

- ☐ Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.
- ☐ Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

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Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

- ☐ Contractor is a Georgia state agency.

**CONTRACTOR NAME** *(print)*: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE DATE



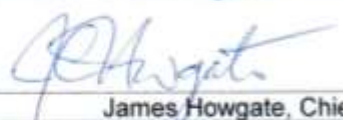
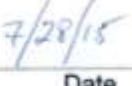
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## ATTACHMENT 3



### GEORGIA DEPARTMENT OF PUBLIC HEALTH POLICY # AU-02001 EXTERNAL ENTITIES AUDIT STANDARDS AND SANCTIONS POLICY

Approval:		
	Robert Gauspohl, Director of Audits	Date
		
	James Howgate, Chief of Staff	Date

#### 1.0 PURPOSE

To ensure that those non-federal entities which receive funds from the Department of Public Health (DPH) conform to the standards and requirements imposed by federal and state law and by DPH's Contracts. Sanctions are imposed on those entities that do not comply with the standards and/or audit requirements.

#### 1.1 AUTHORITY – The Georgia Department of Public Health (DPH) External Entities Audit Standards and Sanction Policy is published under the authority of DPH and in compliance with the following:

##### 1.1.1 Official Code of Georgia Annotated (OCGA), Sections:

50-20-1 through 50-20-8 as amended, 1998 Legislative Session

Single Audit Act Amendments of 1996 (PL 104-156)

##### 1.1.2 2 CFR Part 200

CFR Title 45, Part 75.501

CFR Title 7, Part 277.17 entitled *Audit Requirements*

Standards for Audit of Governmental Organizations, Programs, Activities and Functions

#### 2.0 SCOPE

This policy applies to all non-federal entities which receive funds from the Department of Public Health (DPH).

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### 3.0 POLICY

Entities that contract with the Department must meet certain financial reporting requirements. These requirements are defined in: the Single Audit Act Amendment of 1996; 2 CFR Part 200.501; Contract Provisions; DPH Policy; and Title 50, Chapter 20, Sections 1 through 8 of the Official Code of Georgia Annotated. The requirements vary according to the dollar amount expended by the entity during its accounting year. The DPH Office of Audits and the Public Health Programmatic Officers/Business Owners have certain responsibilities that are delineated below. Several words and phrases are used in these procedures that may have meaning that is special to these procedures. These words and phrases are defined below along with the addresses of the Public Health Office of Audits and the State Department of Audits:

Public Health Office of Audits

Public Health Office of Audits  
Two Peachtree Street, NW  
Suite 9-100  
Atlanta, Georgia 30303-3142

State Department of Audits:

State Department of Audits and Accounts  
Professional Practices Division, Suite 214  
254 Washington Street, SW  
Atlanta, Georgia 30334-8400

### 4.0 DEFINITIONS

- 4.1 **Budget Category** - A numbering system used for budget and accounting purposes that corresponds to a specific program name. Numbers reduce chances of confusion with similar program names.
- 4.2 **Contractor's Fiscal Year** - The 12-month accounting period established by the entity as its business year, which is on file with the U.S. Internal Revenue Service as the basis for filing required for tax and Tax Exempt Status Returns.
- 4.3 **Entity** - An organization receiving funds from DPH exclusive of Public Health field offices.
- 4.4 **Expense Category** - A numbering system corresponding to a list of specific services within a Budget Category, where the amount of funds used to pay for the service are recorded for accounting purposes.
- 4.5 **Independent Auditor** –
  - 4.5.1 A Certified Public Accountant (CPA); or
  - 4.5.2 A Registered Public Accountant (RPA) licensed on or before December 31, 1970; or



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- 4.5.3 A government Auditor located outside the staff or line management function of the unit under audit.

To be independent, the auditor's relationship with the auditee is of such an "arm's length" nature so as to preclude any **appearance** of bias, or any obligation to or interest in the auditee, its management or its owners. Relationships or combinations of relationships with the auditee must not create any conflict of interest that impairs the auditor's integrity and objectivity with respect to the audit engagement. It is inappropriate in some circumstances for auditors to perform both audit and non-audit services for the same client.

- 4.5.4 **Major Program** - A federally funded program determined by the auditor to be a major program in accordance with 2 CFR Part 200, Section\_.518 or a program defined as a major program by a federal agency.

- 4.5.5 **Non-Federal Entity** - A state, local government, or a nonprofit organization.

- 4.5.6 **Non-Profit Organization** - Any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve, or expand its operations.

- 4.5.7 **Program** - A grouping of activities and resources to accomplish a mission with specific goals and objectives. Some programs have names, some have numbers, and some have both. Usually programs are budgeted by number for ease of tracking and to reduce potential confusion. Budget categories can and are considered to be programs. Federal programs are considered to be those activities that are or can be assigned a single number in the Catalog of Federal Domestic Assistance (CFDA). When no CFDA number is assigned, all federal awards from the same agency made for the same purpose are to be combined and considered one program. Throughout this procedure, the term "program" refers either to a named activity or an activity that is numbered.

- 4.5.8 **Public Entity** - Includes, but is not limited to: state and local governments and their instrumentalities; authorities; county Boards of Health; Community Service Boards; and District Attorneys (judicial circuits) operating programs through contracts with DPH.

- 4.5.9 **Sanctions** - Penalties imposed by the Department on those fund recipients who do not abide by their contract requirements for audit reports and fail to comply with state law regarding timeliness. Sanctions may include: reimbursements being withheld, contracts being canceled, recoupment of

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funds, and denial of further contracts with the Department for a period of 12 months.

- 4.5.10 **Schedule of State Awards Expended** - A schedule arranged by state program name and contract number that reflects revenues, expenditures, or expenses and amounts owed to and due from each state organization. Amounts listed for each program should include federal funds that pass through state organizations to the entity.

## 5.0 RESPONSIBILITIES

The Inspector General, Office of Audits shall ensure compliance to this policy and procedure.

## 6.0 PROCEDURES

Prior to executing a contract between the DPH and a non-profit organization, the organization furnishes a previous year's audit. If the entity has been in existence for less than a year, then they furnish unaudited financial statements. If no audit or unaudited financial statements are on record with DPH, the following procedure is followed:

### 6.1 REQUIREMENTS PRIOR TO CONTRACT

- 6.1.1 The contracting Division or Section requests such audit or financial statements as part of its negotiation or solicitation process.
- 6.1.2 The entity furnishes an audit report (or unaudited financial statements, if appropriate) to the DPH Division of Operations, Procurement and Contract Administration Section, as a part of its contract package.
- 6.1.3 When it is received, the financial information is forwarded to the DPH Office of Audits for a compliance review.
- 6.1.4 The Office of Audits reviews the information and determines compliance with O.C.G.A. Section 50-20-1 through 50-20-8, as amended, 1998 Legislative Session.
- 6.1.5 The Office of Audits notifies the Contracts Section of the Division of Operations and/or the Programmatic Officer/Business Owner of the results of its review. For instances of non-compliance with requirements, the omitted items are specified.

### 6.2 ENTITIES EXPENDING \$750,000 OR MORE IN FEDERAL FUNDS

All entities expending \$750, 000 or more in federal funds during their fiscal year



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comply with: the provisions of the Single Audit Act Amendments of 1996 and their implementing regulation – 2 CFR Part 200.501; with contract provisions; and with DPH Policy. Non-profit organizations must comply with the provisions of the O.C.G.A. Annotated, Section 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits of nonprofit organizations also include a *Schedule of State Awards Expended*.

These entities obtain a single entity-wide audit of their financial records performed by an independent auditor. The audit covers all financial activities for the fiscal year and is conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States.

Audits for public entities include, for those contracts that were completed during the audit period, a *Statement of Revenues and Expenditures Compared to Budget*, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a *Schedule of State Awards Expended*.

The entity files one copy of the independent auditor's report with the Audit Director, DPH Office of Audit, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations submit one copy of the report to the State Department of Audits and Accounts within the same time period.

If an extension of the time period is desired, the State Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

### **6.3 ENTITIES EXPENDING \$100,000 OR MORE IN FEDERAL FUNDS**

All entities expending \$100,000 or more in state funds during their fiscal year comply with contract provisions and DPH policy. Nonprofit organizations also comply with the provisions of the O.C.G.A. Annotated, Section 50-20-1 through 50-20-8, as amended, 1998 Legislative Session. Audits of nonprofit organizations also include a *Schedule of State Awards Expended*.

These entities obtain an entity-wide audit of their financial records performed by an independent auditor. The audit is conducted in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants and the financial statements are prepared in accordance with generally accepted accounting principles. Audits for public entities include, for those contracts that were completed during the audit period, a *Statement of Revenues and Expenditures Compared to Budget*, presented by program name or

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contract name and number. This statement is presented by contract name and number for the entire contract period. Audits of public entities also include a *Schedule of State Awards Expended*.

The entity files one copy of the independent auditor's report with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations submit one copy of the report to the State Department of Audits and Accounts within the same time period. If an extension of the time period is desired, the State Department of Audits (for private nonprofit entities) or the DPH Audits Section (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

#### **6.4 ENTITIES EXPENDING BETWEEN \$25,000 AND \$100,000 IN STATE FUNDS**

All entities expending at least \$25,000 but less than \$100,000 in state funds during their fiscal year comply with contract provisions and DPH policy by submitting audited or unaudited financial statements. Nonprofit organizations are also required to comply with the provisions of the O.C.G.A. Annotated, Section 50-20-1-through 50-20-8, as amended, 1998 Legislative Session. Audits or financial statements of nonprofit organizations also include a *Schedule of State Awards Expended*.

Financial statements that have been audited include the auditor's report on the financial statements. Audits for public entities include, for those contracts that were completed during the audit period, a *Statement of Revenues and Expenditures Compared to Budget*, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. Audits or financial statements of public entities also include a *Schedule of State Awards Expended*.

Financial statements that have not been audited include a statement from the president or other responsible official of the organization which states that:

- 6.4.1 The financial statements are presented in accordance with generally accepted accounting principles and, if not, the basis used for their presentation;
- 6.4.2 The financial statements are prepared on a basis consistent with that of the preceding year, and if not, the respects in which they differ from the preceding year;
- 6.4.3 The financial statements of public entities include for those contracts that were completed during the audit period, a *Statement of Revenues and*



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*Expenditures Compared to Budget*, presented by program name or contract name and number. This statement is presented by contract name and number for the entire contract period. The financial statements of public entities also include a *Schedule of State Awards Expended*.

The entity files one copy of the audit or financial statements with the Audit Director, DPH Office of Audits, within 180 days after the end of the organization's fiscal year. Additionally, private nonprofit organizations submit one copy of the report to the State Department of Audits and Accounts within the same time period. If an extension of the time period is desired, the State Department of Audits (for private nonprofit entities) or the DPH Office of Audits (for public entities) may waive the requirement for completion if a request is made that shows good cause. The waiver is for an additional period of not more than 90 days, and no such waiver is granted for more than two successive years to the same entity. A plan of corrective action for all deficiencies disclosed in the audit report is submitted with the audit report.

## **6.5 ROLE OF THE DPH OFFICE OF AUDITS**

The Office of Audits:

- 6.5.1 Requests the required audit or financial statements, management reports, memoranda and internal documents from those entities that have failed to provide them;
- 6.5.2 Reviews the audit reports for financial settlement amounts, questioned costs, and findings and recommendations;
- 6.5.3 Communicates the dollar amounts of financial settlements to the DPH Division of Finance for settlement;
- 6.5.4 Requests corrective action plans to preclude recurrence of findings from those entities that have failed to provide them;
- 6.5.5 Forwards one copy of the audit report or financial statements to the Programmatic Officer/Business Owner; and
- 6.5.6 Notifies the appropriate DPH Programmatic Officer/Business Owner of those entities which have not complied with the filing requirements of this policy as well as the DPH Division of Finance that will impose the appropriate sanctions.

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## 6.6 ROLE OF THE PROGRAMMATIC OFFICER/BUSINESS OWNER

The Programmatic Officer/Business Owner:

- 6.6.1 Insures that appropriate programmatic corrective actions are implemented when required by an audit report;
- 6.6.2 Reviews audits for compliance with programmatic performance goals;
- 6.6.3 Enforces corrective action on repeat findings; and
- 6.6.4 Approves or disapproves budget and spending variances.

## 7.0 REVISION HISTORY

REVISION #	REVISION DATE	REVISION COMMENTS
0	July 1, 2011	Initial Issue
1	July 9, 2012	Annual review and update. Reformat to new template
2	July 23, 2015	Annual review and update.

## 8.0 RELATED FORMS

*None*



**ATTACHMENT 4**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which seeks to bid or sign a contract for the performance of labor or services on behalf of the Georgia Department of Public Health, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the performance of labor or services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

This \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

[DPH Form CG09008A (Rev. 7.2013): For use with contracts for labor or services of \$2500 or more]

# ATTACHMENT 5 SOLICITATION



## State of Georgia

State Entity: Department of Public Health

Electronic Request for Proposals ("eRFP")

Event Name: Positive Alternatives for Pregnancy

eRFP (Event) Number: DPH0000126

### 1. Introduction

#### 1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified Contractor who will serve as the Contract Management Agency to administer the Positive Alternatives for Pregnancy and Parenting Grant Program for the Georgia Department of Public Health Office of Maternal and Child Health (hereinafter, "the State Entity") as further described in this eRFP.

The Positive Alternatives for Pregnancy and Parenting Grant Program is established to develop a state-wide effort that promotes healthy pregnancies and childbirth by awarding grants to nonprofit organizations to provide pregnancy support services at no cost. The Contract Management Agency (hereinafter, "the Agency") will select Direct Client Service Providers ("hereinafter, "Providers") and subcontract with the Providers to provide pregnancy support services.

The Agency will be responsible for:

- (1) Creating the grant application process
- (2) Evaluating grant applications and make recommendations to the state entity
- (3) Communicating acceptance or denial of grant applications to direct client service providers
- (4) Monitoring compliance with the terms and conditions of the grant
- (5) Maintaining records for each grant applicant and award
- (6) Coordinating activities and correspondence between the state entity and direct client service providers.

The Agency will be awarded funds to implement the Positive Alternatives to Parenting and Pregnancy Program, including providing oversight and funding to sub-grantees. Therefore, the total contract dollar amount awarded will exceed the cost proposal as submitted by the responsible and responsive supplier and will include a separate line for Provider Costs which will be determined by the State Entity.

#### 1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP.

This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services ("DOAS") and all suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

#### 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a single award; however, please refer to Section 6.7 "Selection and Award" of this eRFP for information concerning the State Entity's actual award strategy (single, multiple, split awards, etc).

#### 1.4. Schedule of Events

The schedule of events set out herein represents the State Entity's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry ("GPR")	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	05/19/17	5:00 p.m. ET
Bidders/Offerors' Conference Location: 2 Peachtree Street NW, 9th Floor Rm 260 Atlanta, GA 30303 Attendance is: OPTIONAL	As Published on the GPR	See GPR
Responses to Written Questions	05/25/17	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
Proposal Evaluation Completed (on or about)	1 to 2 Weeks after Closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	2 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	7 calendar days after NOIA	N/A

\*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

#### 1.5. Official Issuing Officer (Buyer)

**Kathleen Lane**  
[Kathleen.Lane@dph.ga.gov](mailto:Kathleen.Lane@dph.ga.gov)

#### 1.6. Definition of Terms

Please review the following terms:

**Supplier(s)** – companies desiring to do business with the State of Georgia.

**State Entity** – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this eRFP.

**Agency** - the entity selected by DPH to serve as contract management agency in accordance with O.C.G.A. § 31-2A-33, and its successors.

**Attending Physician** - the physician who has primary responsibility at the time of reference for the treatment and care of the client.

**Client** - a woman who is a resident of Georgia, who is or believes she may be pregnant.

**Pregnancy Support Services:**

- a) Medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning;
- b) Nutritional services and education;
- c) Housing, education, and employment assistance during pregnancy and up to one year following a birth;
- d) Adoption education, planning, and services;
- e) Child care assistance if necessary for the client to receive pregnancy support services;
- f) Parenting education and support services for up to one year following a birth;
- g) Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices; and
- h) Information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth.

**Program** - means the Positive Alternatives for Pregnancy and Parenting Program established pursuant to O.C.G.A. § 31-2A-31 *et seq.*

Any special terms or words which are not identified in this State Entity eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

**1.7. Contract Term**

The initial term of the contract(s) is for 1 calendar year(s) from the execution date of the contract(s). The State Entity shall have 4 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

**2. Instructions to Suppliers**

By submitting a response to the eRFP, the supplier is acknowledging that the supplier:

- 1. Has read the information and instructions,
- 2. Agrees to comply with the information and instructions contained herein.



## **2.1. General Information and Instructions**

### **2.1.1. Team Georgia Marketplace™ Registration System**

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at <https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

### **2.1.2. Restrictions on Communicating with Staff**

From the issue date of this eRFP until the final award is announced (or the eRFP is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any supplier violating this provision.

### **2.1.3. Submitting Questions**

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

### **2.1.4. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory; although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **2.1.5. State's Right to Request Additional Information – Supplier's Responsibility**

Prior to contract award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity

to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

**2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

**2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation**

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses **that do not contain all elements and information requested in this eRFP**. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case basis.

**2.1.8. State's Right to Amend and/or Cancel the eRFP**

The State Entity reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Suppliers are encouraged to frequently check the eRFP for additional information. Finally, the State Entity reserves the right to cancel this eRFP at any time.

**2.1.9. Protest Process**

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

**2.1.10. Costs for Preparing Responses**

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

**2.1.11. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

**2.1.12. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of the State Entity's posting of the Notice of Intent to Award (or the Notice of Award in the event the State Entity does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. The State Entity is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

#### **2.1.13. Registered Lobbyists**

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

## **2.2. Submittal Instructions**

### **Submittal Instructions for Team Georgia Marketplace™**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the supplier successfully submit a response to this eRFP.

#### **2.2.1. eRFP Released**

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: [http://ssl.doas.state.ga.us/PRSApp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSApp/PR_index.jsp)

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFP using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:  
<http://doas.ga.gov/Training/Pages/SupplierTraining.aspx>

#### **2.2.2. eRFP Review**

The eRFP (or "Sourcing Event") consists of the following: this document, entitled "The State Entity eRFP Document", and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.



Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the "header" level of the Event. Please select "View/Add General Comments & Attachments", which appears at the top of the screen of the Event under the "Event Details" Section. Next, by selecting "View Event Attachments", the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 "eRFP Proposal Factors", such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, the State Entity may also provide documents at the "line detail" level of the Event. Please navigate to "Step 2: Enter Line Bid Responses", which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
  - a. First Method:
    - i. To the right of each line appearing under Step 2, the Event contains a "Bid" link. By selecting the "Bid" link, the supplier will navigate to a new page of the Event.
    - ii. On this new page, the supplier can select "View/Add Question Comments and Attachments" to locate attached documents.
  - b. Second Method:
    - i. To the right of each line appearing under Step 2, the Event contains a "Line Comments/Files" icon (appears as a bubble with text). By selecting the "Line Comments/Files" icon, the supplier will navigate to a new page of the Event.
    - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 "Cost Proposal") as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

### **2.2.3. Preparing a Response**

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 "Uploading Forms", the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the State Entity can easily organize and navigate the supplier's response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the



file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.

7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

#### **2.2.4. Uploading Forms**

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the supplier to upload all of the documents and worksheets which were provided by the State Entity under the "View Event Attachments" link. Once the supplier has completed the Event Attachments, the supplier can then select "Add New Attachments" to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the "View/Add General Comments & Attachments" link of the Event. To the right of each question or bid factor, the supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments", the supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

#### **2.2.5. Reviewing the Response Prior to Submission**

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State Entity will not consider the supplier's use of the "Validate Entries" feature as an excuse for an error committed by the supplier in the preparation of its response.

#### **2.2.6. Submitting the Completed Response/Bid**

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after the supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline**.

#### 2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the "View/Edit" feature for the supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier's inability to correct errors or otherwise make revisions to the submitted response or the supplier's inability to resubmit a response prior to the eRFP end date and time.

3. WITHDRAW/CANCEL. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

#### 2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: [ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov)

### 3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

#### 3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.



### 3.2 Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

## 2. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Supplier General Information", "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the supplier's technical proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

### 4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

### 4.2. Supplier General Information

Each supplier must complete all of the requested information in the attached file entitled **Supplier's General Information Worksheet**.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

### 4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily,

to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.4. Mandatory Scored Response**

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.5. Additional Scored Responses – N/A**

All items labeled "Additional Scored Responses" represent information that is requested by the State Entity. Suppliers are encouraged to provide a thorough narrative description in the space provided in the **Additional Scored Response Worksheet**. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.6. Additional Information**

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the State Entity within the Event. If supplemental materials are requested by the State Entity to be submitted by the supplier as part of the technical proposal, the supplier should upload these additional materials as noted in Section 2.2.4 "Uploading Forms".

### **5. Cost Proposal**

#### **5.1. Cost Proposal**

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier's unit price and extended price, the unit price shall govern;





4. In the event there is a discrepancy between (1) the supplier's pricing as quoted on the eRFP's provided cost worksheet and (2) the supplier's pricing as quoted by the supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

## **5.2. Cost Structure and Additional Instructions**

The State Entity's intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download the cost worksheet, complete the worksheet and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 "Uploading Forms" of this eRFP.

## **6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria" of this eRFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity's contract. The State Entity will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement" of this eRFP.

### **6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

### **6.2. Evaluating Proposal Factors (Section 4)**

If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

#### **6.2.1. Review of Mandatory and Mandatory Scored Questions**

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this

point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

**6.2.2. Review of Additional Scored Information Questions – N/A**

For all proposals determined to be "Responsive Proposals", the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

The supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

**6.3. Evaluating Cost Proposal and Total Combined Score**

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

**6.3.1. Cost Scoring**

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the State Entity may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

**6.3.2. Georgia Enterprises for Products and Services (GEPS)**

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

**6.3.3. Total Score**

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

**64. Scoring Criteria**

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	300 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	700 points



Total	N/A	1000 points
-------	-----	-------------

**6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)**

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

**6.6. Negotiations of Proposals and/or Cost Factors**

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS' supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE STATE ENTITY URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE

**6.6.1. Overview of Negotiations**

After the Evaluation Team has scored the suppliers' proposals, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The State Entity reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

**6.6.2. Negotiation Instructions**

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing; (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.

**2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.

**3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by the State's Evaluation Team.

**6.6.3. Competitive Range**

If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those suppliers identified within the competitive range, the State Entity will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the State Entity determines the number of responsive and responsible suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

**6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the suppliers. However, whether or not the State Entity engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the State Entity.

**6.7. Selection and Award**

The responsive and responsible supplier receiving the highest Total Combined Score and with whom the State Entity is able to reach agreement as to contract terms will be selected for award.

**6.8. Site Visits and Oral Presentations**

The State Entity reserves the right to conduct site visits or to invite suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

**6.9. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.



The Notice of Award ("NOA") is the State Entity's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

#### **7. Contract Terms and Conditions**

The contract that the State Entity expects to award as a result of this eRFP will be based upon the eRFP, the successful supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful supplier's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFP and the potential resulting contract.

#### **Exception to Contract**

By submitting a proposal, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

#### **8. List of eRFP Attachments**

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFP (this document)
- B. Special Term Definitions from Section 1.6 "Definition of Terms" of this eRFP
- C. Supplier's General Information Worksheet from Section 4.2 of this eRFP
- D. SPD-SP054 Immigration and Security Form – Page 25 of State Contract
- E. Mandatory Response Worksheet from Section 4.3 of this eRFP

- F. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP
- G. Cost Worksheet Line Item Budget from Section 5 "Cost Proposal" of this eRFP
- H. Cost Proposal Rate Schedule
- I. Certificate of Non-Collusion
- J. Tax Compliance Form

# ATTACHMENT 6 CONTRACTOR'S RESPONSE

## Event Details

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40590-EPH0000126	Seal	RFx	1
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:06 EDT		

Event Currency: US Dollar  
Bids allowed in other currency: No

Bid Number: 1  
Bid Date: 06/05/2017 13:39:25 EDT  
Total Bid Amount: 189,400.00

Bidder: Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

Submit To: Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States  
Kathleen Lane 404/232-1144

Contact: Kathleen Lane  
Phone: kathleen.lane@dph.ga.gov  
Email:

### Event Description

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals (eRFP) is being issued to establish a contract with a qualified Contractor who will serve as the Contract Management Agency to administer the Positive Alternatives for Pregnancy and Parenting Grant Program for the Georgia Department of Public Health Office of Maternal and Child Health (hereinafter, the State Entity) as further described in this eRFP.

The Positive Alternatives for Pregnancy and Parenting Grant Program is established to develop a state-wide effort that promotes healthy pregnancies and childbirth by awarding grants to nonprofit organizations to provide pregnancy support services at no cost. The Contract Management Agency (hereinafter, the Agency) will select Direct Client Service Providers (hereinafter, Providers) and subcontract with the Providers to provide pregnancy support services.

For more information regarding this solicitation, please click on the "Click To Submit Your Responses" link.

If you experience technical difficulties accessing the bid documents, please contact the Team Georgia Marketplace Help Desk at 404-657-6000. Please contact the Team Georgia Marketplace Help Desk in ample time in order that you may submit your response to the solicitation by the deadline.

### General Comments

- Version 2 -

Added the Questions and Answer Document and Addendum signature page

Please note your company must be registered in Team Georgia Marketplace to access documents for this solicitation and to submit your response.

Listed below are the attached documents that make up this eRFP and can be accessed in Team Georgia Marketplace (TGM). Be sure to read them in their entirety and complete & upload ALL applicable documents with the \* that must be submitted as part of your bid package. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

Please be sure to complete the ALL of the documents with an asterisk (\*) & upload them as part of your bid.

FAILURE TO SUPPLY THE COMPLETED DOCUMENT(S) WILL DEEM THE BIDDER AS NON-RESPONSIVE.

1. State Entity eRFP (this document) <--- system Generated
2. Revised Contract Shell
3. \*Supplier General Information Worksheet
4. \*SPD-SP034 Immigration and Security Form Attachment 4 of the State Contract
5. \*Mandatory Response Worksheet
6. \*Mandatory Scored Response Worksheet
7. \*Cost Proposal Line Item Budget OR Cost Proposal Rate Schedule.
8. \*Certificate of Non-Collusion
9. \*Tax Compliance Form
10. Addendum 1 Signature page

PLEASE NOTE: You must be logged into Team Georgia Marketplace and accept this bid invitation in order to view the attachments. If you have any difficulties registering/logging into TGM, please contact the TGM Help Desk at (404) 657-6000.

### General Questions

Question	UOM	Best	Worst	Response
You must select the "View/Add Comments and Attachments" link of this Event to access the eRFP Instructions document. Have you completed this task?		Yes		
Required: Yes Mandatory Response: Yes				Y

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	2
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

#### Response Comments

Question	UOM	Best	Worst	Response
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#### Company Information

Have you provided your company and contact information? You must provide this information as an attachment by clicking on the link to the right "Add Comments or Attachments."

Yes

Required: Yes Mandatory Response: Yes

Y

#### Response Comments

#### Georgia Based

Are you a Georgia Based company as defined in SPD-SP042 Supplier General Information Worksheet?

Yes

Required: Yes Mandatory Response: No

Y

#### Response Comments

#### Minority Business Classification

Are you a Minority Business as defined in SPD-SP042 Supplier General Information Worksheet?

Yes

Required: Yes Mandatory Response: No

N

#### Response Comments

#### Sales and Use Tax Compliance

Have you completed the Sales and Use Tax Form (provided as a link in the eRFP Instructions attachment)? You must provide the completed form as an attachment by clicking on the link to the right entitled "Add Comments or Attachments".

Yes

Required: Yes Mandatory Response: Yes

Y



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFX	3
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar  
Bids allowed in other currency: No

Bid Number: 1  
Bid Date: 06/05/2017 13:39:25 EDT  
Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

#### Response Comments

Question	UOM	Best	Worst	Response
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Small Business

Are you a Small Business entity as defined in SPD-SP042  
Supplier General Information Worksheet?

Yes

Required: Yes Mandatory Response: No

Y

#### Response Comments

#### Communication with Issuing Officer

By answering "yes", the Offeror acknowledges the rule regarding restrictions on the supplier's communication with state staff members. If a communication is questionable, the Offeror agrees to contact the identified Issuing Officer to request assistance.

Options: Yes  
No

Yes

Select One  
X

Required: Yes Mandatory Response: Yes

#### Response Comments

#### PCard Payments

Does your company accept Procurement cards as a method of payment?

Yes

Required: Yes Mandatory Response: No

N

#### Response Comments

Reciprocal Preference Law O.C.G.A. §50-5-60(b) In which state is your company domiciled?

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia.



### Event Details (cont.)

## PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-CPH000012E	Sell	RFx	4
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

**Bid Number:**

Bid Date: 06/05/2017 13:39:25 EDT

**Bid Date:** 06/03/2017  
**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:** 800/447-2352 • 11-

**Email:** kathleen.lane@dph.ga.gov

NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

Options:

Alabama  
Alaska  
Arizona  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Washington DC  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana  
Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming  
Other

Select One

Required: Yes Mandatory Response: No

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	5
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 06/05/2017 13:39:25 EDT  
**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

### Response Comments

Question	UOM	Best	Worst	Response
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Please select the option that most accurately defines your company, based on the definitions below.

\*\*\*Georgia Resident Business means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

\*\*A Small business is defined as a business that is independently owned and operated. In addition, such a business must either have fewer than 300 employees or less than \$30 million in gross receipts per year.

\*A Georgia Resident Small Business would be a business that meets the requirements for both a Georgia Resident and Small Business.

Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator.

Vendor Relations Administrator  
Department of Administrative Services  
200 Piedmont Avenue, S.E.  
Suite 1308, West Tower  
Atlanta, Georgia 30334 9010  
Telephone: (404) 657-6000  
Fax: (404) 657-8444

Options: Georgia Resident Business  
Georgia Resident Small Business  
Small Business  
Not Applicable

Required: Yes Mandatory Response: No

Select One

☒ X  
☐  
☐

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	6
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 06/05/2017 13:39:25 EDT

Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

#### Response Comments

Question	UOM	Best	Worst	Response
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Are you a Women-Owned business?

A business that is at least 51% owned and controlled by one or more women, and primarily managed by one or more women.

No

Required: Yes Mandatory Response: No

N

#### Response Comments

Are you a Veteran-Owned Small business?

Veteran-Owned Small Business as used in this provision means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

No

Required: Yes Mandatory Response: No

N

#### Response Comments

Can your company be classified as a Minority Owned Business?

Select the option(s) below that correctly identifies your company based on the below definition of a minority business.

A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

Options: African American  
Asian American  
Hispanic/Latino  
Native American  
Pacific Islander

Select All That Apply

☐

☐

☐

☐

☐

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Small	RFx	2
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

Question	UOM	Best	Worst	Response
Not Applicable				<u>X</u>
Required: Yes Mandatory Response: No				

#### Response Comments

Is your company a scrutinized company?

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company". A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contractors for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately.

Please make a selection from the three options:

A. I certify my company is NOT a "scrutinized company"

B. I certify my company is a "scrutinized company"

C. I certify I have requested and received written permission from DOAS to submit a response to this Event in accordance with O.C.G.A. Section 50-5-84.

Options: A  
B  
C

Required: Yes Mandatory Response: No

Select One

X

\_\_\_\_\_

\_\_\_\_\_

#### Response Comments

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFX	9
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

Question	UOM	Best	Worst	Response
Do you have the minimum number of full consecutive years of experience as defined in the eRFP document? You must provide this detailed information as an attachment by clicking on the link to the right "Add Comments or Attachments".		Yes		

Required: Yes Mandatory Response: Yes

Y

#### Response Comments

#### Georgia Security Immigration

Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the State Entity in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. To be eligible for contract award, the supplier must return the attached form. Because this form must be signed and notarized, the supplier must comply with the State Entity's instructions for mailing and receiving this form. Does the supplier agree to fully comply with this requirement?

Yes

Required: Yes Mandatory Response: Yes

Y

#### Response Comments

Have you completed the Mandatory Response worksheet as defined in the eRFP document?

Yes

Required: Yes Mandatory Response: Yes

Y

#### Response Comments

#### Standard Insurance Requirement

If awarded are you prepared to provide insurance as defined in the sourcing event?

Yes

Required: Yes Mandatory Response: Yes

Y

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	2
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar  
Bids allowed in other currency: No

Bid Number: 1  
Bid Date: 06/05/2017 13:39:25 EDT  
Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

#### Response Comments

### Line Details

Line: 1 Item ID: Line Qty: 1 UOM: Each Bid Qty: 1  
Required: Yes Reserve Price: No

Description: Agency Support Services - Total

Question	UOM	Best	Worst	Response
What is your bid price?		0		
Required: Yes Mandatory Response: No				189400

#### Response Comments



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	10
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 06/05/2017 13:39:25 EDT

Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

## Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: Each

Description: Agency Support Services - Total

### Item Specifications

Manufacturer:		Mfg Item ID:	
Item Length:	0	Item Height:	0
Item Width:	0	Dimension UOM:	
Item Volume:	0	Volume UOM:	
Item Weight:	0	Weight UOM:	
Item Size:		Item Color:	

### Shipping Information

Schedule:	1	Ship To:	S PH Contracts, Procurement
Quantity:	1		Georgia Dept of Public Health
Due Date:	06/10/2017		Contracts, Procurement & Purchasing
Freight Terms:			2 Peachtree St. NW Ste. 9-222
Ship Via:			Atlanta GA 30303
			United States



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Small	RFx	11
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 06/05/2017 13:39:25 EDT

Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
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**Submit To:** Department of Public Health  
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2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

## Appendix B - Terms & Conditions

1. Introduction. The Team Georgia Marketplace is provided by the Georgia Department of Administrative Services ("DOAS") and its partners and serves as an electronic tool to support various state purchasing functions, such as registration of bidders and suppliers, advertisement of contract opportunities, electronic bidding, and contracts management. Access to and/or use of the Team Georgia Marketplace is governed by these Terms & Conditions. DOAS reserves the right to change the Terms & Conditions at any time with or without notice by posting revisions. You are responsible for reviewing these Terms & Conditions as well as any subsequent changes to the Terms & Conditions. Unless otherwise specified, any changes will be effective when posted. YOUR ACCESS TO OR USE OF THE TEAM GEORGIA MARKETPLACE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS, INCLUDING ANY CHANGES THAT EXIST WHEN YOU RE-ACCESS THE TEAM GEORGIA MARKETPLACE. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS, DO NOT USE THE TEAM GEORGIA MARKETPLACE.
2. Definitions. "You" and "your" refer to the individual accessing this System as well as the legal entity the individual is representing. "System" shall mean DOAS' eSource system and the Team Georgia Marketplace, including but not limited to the PeopleSoft® Supplier Relationship Management, Purchasing and other Financial modules. "DOAS", "we", "us" and "our" refer to the Georgia Department of Administrative Services.
3. Acceptance of These Terms. By accessing or using the System, you agree that (1) you have read and understood these Terms & Conditions and (2) you are bound by the Terms & Conditions during your access to and/or use of the System.
4. Registration. By registering and establishing certain account and password information, you will gain access to certain information, services and/or materials maintained on this System. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE MOST CURRENT AND ACCURATE INFORMATION FOR YOUR BUSINESS. FAILURE TO PROPERLY MAINTAIN YOUR ACCOUNT MAY LEAD TO YOUR INABILITY TO FULLY UTILIZE THE SYSTEM, INCLUDING BUT NOT LIMITED TO YOUR ABILITY TO RECEIVE CERTAIN EMAIL NOTICES OF BUSINESS OPPORTUNITIES. As part of properly maintaining your account, you must immediately deactivate registered representatives of your company who are no longer authorized to represent your company (e.g. terminated employees, etc.). DOAS reserves the right to assign expiration dates to registrations, classify registrations as inactive, or remove registrations when to do so is in our best interests. Please note the System's acceptance of your registration is not an indication that you are eligible for contract award. In addition, DOAS reserves the right to charge a fee for the provision of certain services, including, but not limited to, the provision of certain notification emails.
5. Use of the System. You are responsible for all content that you post, e-mail, transmit, upload or otherwise make available through the System. You agree not to use the System to make available any content that: (1) is unlawful, harmful to adults or minors, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; (2) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (3) contains unauthorized advertising or solicitations; (4) is intended by you to interrupt, destroy or limit the functionality or integrity of any computer software, hardware or materials on the System; or (5) is misleading, false, fraudulent or criminal. You are responsible for maintaining the confidentiality of your password and any membership account information. You agree to immediately notify us of any unauthorized use of your password or other membership account information and further agree to indemnify and hold us harmless for any improper or illegal use of your password.
6. No Guarantee of Privacy. Your access to and/or use of the System may be subject to monitoring or tracking. Any and all materials entered into the System shall be considered "public records" and shall be subject to public disclosure in accordance with the Georgia Open Records Act.
7. Right to Restrict or Prohibit Access. You acknowledge and agree that DOAS may change, modify, amend, suspend or discontinue any aspect of the services or the System, at any time, without notice and without liability to you or to any third party. DOAS may impose limitations on the use of the System, including, but not limited to, limiting the time in which the System may be accessed and/or limiting the type or volume of materials which may be uploaded to the System. You are strongly cautioned to maintain your own records as any and all information contained on the System may be removed at DOAS' discretion at any time. DOAS may, at its sole and absolute discretion, refuse to accept your registration and may, at any time after accepting registration, refuse to permit your continued use of the System for any reason. In addition, in the event you violate the Terms & Conditions, we reserve the right to seek other appropriate remedies against you, including, but not limited to voiding contract award(s), suspension, debarment, criminal proceedings and any other remedies permitted by law.

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Self	RFx	12
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:**

06/05/2017 13:39:25 EDT

**Total Bid Amount:**

189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

8. **DISCLAIMER OF WARRANTIES.** DOAS does not represent or warrant that the System will operate uninterrupted or error-free. The System and any information or material contained on the System is provided to you on an "as is" and "as available" basis. Any material downloaded or otherwise obtained through the use of the System is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. All conditions, representations and warranties, whether express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed. No advice or information, whether oral or written, obtained by you from the service shall create any warranty. DOAS is not liable and shall have no responsibility of any kind to you for any loss or damage that you incur in the event of (i) any failure or interruption of the System; (ii) any act or omission of any third party involved in making this System or the data contained herein available to you; (iii) any other cause relating to your access or use, or inability to access or use, any portion of this System or materials on this System, whether or not the circumstances giving rise to such cause may have been within the control of DOAS or of any vendor providing software, services or support. In no event will DOAS be liable to you for any direct, special, indirect, consequential, or incidental damages or any other loss or damages of any kind even if DOAS has been advised of the possibility thereof.
9. **Software & Third Party Content.** Information presented on the System is collected, maintained, and provided by DOAS, its partners, and other government entities. While every effort is made to keep such information accurate and up-to-date, DOAS does not certify the authenticity of any information that is provided on this System. Under no circumstances will DOAS be liable for any actions taken or omissions made from reliance on any information contained herein from whatever sources nor will DOAS be liable for any other consequences from any such reliance. Further, certain information and content available on the System may be provided by one or more third parties under license to DOAS ("Third Party Content"). The Third Party Content is, in each case, the copyrighted work of the creator/licensor. Without the consent of the applicable third party licensor, you shall only have the right to display the Third Party Content on your personal computer and to view such content for your personal use. Any use of the software other than as required to navigate the System and utilize the functionality offered through the System is expressly prohibited. No right to copy, distribute (in any manner through any means including without limitation rent, sales, lease, loan, or transfer), publicly display, publicly perform or modify the software accessible on the System is granted, or may be implied by these Terms & Conditions. You may not decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code to the software without the express written permission of the creator/licensor.
10. **Links to Third Party Web Sites.** The System may contain links to other websites that are not under the control of or maintained by DOAS. You acknowledge that DOAS is providing these links to you only as a convenience and such provision of these links does not imply endorsement by DOAS of the websites or any part of its contents. You further agree that DOAS is not responsible for the content or links displayed on such websites.
11. **Indemnification.** You hereby waive, release, discharge and agree to indemnify, protect and save harmless the State of Georgia, its agencies, departments, authorities and instrumentalities, and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses caused by, growing out of, or otherwise happening in connection with: (a) any breach of these Terms & Conditions hereof; (b) the violation of any applicable law, rule or regulation; or (c) damage to or destruction of tangible or intangible property (including data and software); (d) your misuse or modification of the System; in whole or in part caused by or resulting from any act or omission by you. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, your indemnification obligation hereunder shall apply only to the extent that you contributed to the events. The foregoing indemnity is conditioned upon prompt written notice of any claim, action or demand for which indemnity is claimed.
12. **Relationship of Parties.** Each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended nor created by these Terms & Conditions.
13. **Miscellaneous.** Each party agrees to comply with all applicable laws, statutes, ordinances and regulations regarding use of the System including any transactions entered into as a result of use of the System. If any provision of these Terms & Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	11
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

provision of these Terms & Conditions. Further, if any provision of these Terms & Conditions is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. The failure of DOAS to enforce any right or provision in these Terms & Conditions shall not constitute a waiver of such right or provision. The Terms & Conditions comprise the entire agreement between you and DOAS and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with these Terms & Conditions and/or the use of this System without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with these Terms & Conditions and/or the use of this System, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to DOAS.

14. These terms are effective as of 10/21/2009 and supersede any previous versions.

Last Updated: 09/14/2010

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFX	14
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:** 1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

## Appendix C - Bid Responses

### General Questions

Question	Response
You must select the "View/Add Comments and Attachments" link of this Event to access the eRFX Instructions document. Have you completed this task?	Y
Company Information	
Have you provided your company and contact information? You must provide this information as an attachment by clicking on the link to the right "Add Comments or Attachments."	Y
Georgia Based	
Are you a Georgia Based company as defined in SPD-SP042 Supplier General Information Worksheet?	Y
Minority Business Classification	
Are you a Minority Business as defined in SPD-SP042 Supplier General Information Worksheet?	N
Sales and Use Tax Compliance	
Have you completed the Sales and Use Tax Form (provided as a link in the eRFP Instructions attachment)? You must provide the completed form as an attachment by clicking on the link to the right entitled "Add Comments or Attachments".	Y
Small Business	
Are you a Small Business entity as defined in SPD-SP042 Supplier General Information Worksheet?	Y
Communication with Issuing Officer	
By answering "yes", the Offeror acknowledges the rule regarding restrictions on the supplier's communication with state staff members. If a communication is questionable, the Offeror agrees to contact the identified Issuing Officer to request assistance.	Yes
PCard Payments	
Does your company accept Procurement cards as a method of payment?	N



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DFH000012E	Sell	RFx	15
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

Question	Response
----------	----------

Reciprocal Preference Law O.C.G.A. §50-5-60(b) in which state is your company domiciled?

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia.

NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

Georgia

Please select the option that most accurately defines your company, based on the definitions below.

\*\*\*Georgia Resident Business means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

\*\*A Small business is defined as a business that is independently owned and operated. In addition, such a business must either have fewer than 300 employees or less than \$30 million in gross receipts per year.

\*A Georgia Resident Small Business would be a business that meets the requirements for both a Georgia Resident and Small Business.

Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Vendor Relations Administrator.

Vendor Relations Administrator  
Department of Administrative Services  
200 Piedmont Avenue, S.E.  
Suite 1308, West Tower  
Atlanta, Georgia 30334 9010  
Telephone: (404) 657-6000

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DFH000012E	Sell	RFX	16
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

**Total Bid Amount:** 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
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United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

Fax: (404) 657-8444

Are you a Women-Owned business?

A business that is at least 51% owned and controlled by one or more women, and primarily managed by one or more women.

N

Are you a Veteran-Owned Small business?

Veteran-Owned Small Business as used in this provision means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C. 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

N

Can your company be classified as a Minority Owned Business?

Select the option(s) below that correctly identifies your company based on the below definition of a minority business.

A Minority Business enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).

Not Applicable

Is your company a scrutinized company?

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company". A scrutinized company is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contractors for three or more years, and/or any other available remedy. If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFX	12
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time	Finish Time		
05/15/2017 20:10:19 EDT	06/05/2017 17:00:00 EDT		

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

**Bid Number:**

1

**Bid Date:** 06/05/2017 13:39:25 EDT

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2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov

contact both DOAS and the Issuing Officer immediately.

Please make a selection from the three options:

- A. I certify my company is NOT a "scrutinized company"
- B. I certify my company is a "scrutinized company"
- C. I certify I have requested and received written permission from DOAS to submit a response to this Event in accordance with O.C.G.A. Section 50-5-84.

Do you have the minimum number of full consecutive years of experience as defined in the eRFP document? You must provide this detailed information as an attachment by clicking on the link to the right "Add Comments or Attachments".

Y

Georgia Security Immigration

Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the State Entity in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. To be eligible for contract award, the supplier must return the attached form. Because this form must be signed and notarized, the supplier must comply with the State Entity's instructions for mailing and receiving this form. Does the supplier agree to fully comply with this requirement?

Y

Have you completed the Mandatory Response worksheet as defined in the eRFP document?

Y

Standard Insurance Requirement

If awarded are you prepared to provide insurance as defined in the sourcing event?

Y

### Line Items

Line	Item ID	Line Qty	UOM	Bid Qty
1		1	Each	1

**Total Line Bid Amount:** 189400

**Description:** Agency Support Services - Total

**Question**

What is your bid price?

**Response**

189400

## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DPH000012E	Sell	RFx	19
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
Start Time		Finish Time	
05/15/2017 20:10:19 EDT		06/05/2017 17:00:00 EDT	

Event Currency: US Dollar

Bids allowed in other currency: No

Bid Number: 1

Bid Date: 06/05/2017 13:39:25 EDT

Total Bid Amount: 189,400.00

**Bidder:** Life Resources of Georgia, Inc.  
P.O. Box 2323  
Dacula GA 30019  
United States

**Submit To:** Department of Public Health  
Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144  
**Phone:**  
**Email:** kathleen.lane@dph.ga.gov



## Event Details (cont.)

### PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
40500-DFH000012E	Sell	RFX	19
Event Round	Version		
1	2		
Event Name			
Positive Alternatives for Pregnancy 2017			
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**Bids allowed in other currency:** No

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Georgia Department of Public Health  
2 Peachtree Street NW  
15th Floor  
Atlanta GA 30303  
United States

**Contact:** Kathleen Lane 404/232-1144

**Phone:**

**Email:** kathleen.lane@dph.ga.gov

**Total number of attachments are : 19**

**File attachments included in this bid submission are as follows :**

Attached File	Attachment Description
---------------	------------------------

Company_Information.docx	
Cost_Proposal_Line_Item_Budget - Life_Resources_of_Georgia.xlsx	
Certificate_of_Non_Collusion - Life_Resources_of_Georgia.pdf	
RFP_Addendum_Form - Life_Resources_of_Georgia.pdf	
Mandatory_Response_Worksheet - Life_Resources_of_Georgia.xls	
MANDATORY_RESPONSE_WORKSHEET_ATTACHMENT.pdf	
MANDATORY_SCORED_QUESTION - EXPERIENCE - QUESTION_1.pdf	
Mandatory_Scored_Response_Worksheet_for_LRG.xls	
MANDATORY_SCORED_QUESTION - EXPERIENCE - QUESTION_1.pdf	
MANDATORY_SCORED_QUESTION - EXPERIENCE - QUESTION_2.pdf	
MANDATORY_SCORED_QUESTION - EXPERIENCE - QUESTION_3.pdf	
MANDATORY_SCORED_QUESTION - ORG_COMPOSITION - QUESTION_1.pdf	
MANDATORY_SCORED_QUESTIONS - STAFFING - QUESTION_1.pdf	
MANDATORY_SCORED_QUESTION - IMPLEMENTATION_1_AND_2.pdf	
MANDATORY_SCORED_QUESTIONS - REPORTING - QUESTION_3.pdf	
SPD-SP054_Immigration_and_Security_Form.pdf	
Supplier_General_Information_Worksheet - LRG.xlsx	
MANDATORY_SCORED_QUESTION - FINANCIAL - QUESTION_1.pdf	
Tax_Compliance_Form - Life_Resources_of_Georgia.pdf	

**Company Information:**

Company Name: Life Resources of Georgia, Inc.

Physical Address: 6405 Sugarloaf Pkwy, Duluth, GA 30097

Mailing Address: P.O. Box 6375, Macon, GA 31208

Authorized Person's Name: Christina Middleton

Phone Number: 678-622-5947

E-Mail Address: christina@liferesourcesga.com

Solicitation Name Positive Alternatives for Pregnancy  
Solicitation Number DPH0000126

Date \_\_\_\_\_

**Cost Proposal Worksheet**

*Section 5 - Cost Proposal*

Unless otherwise specified in the eRFQ or contract agreement, all pricing should be inclusive of all costs associated with providing the services outlined in the eRFQ (i.e., shipping, postage, etc.). Supplemental Cost Data is neither required nor desired.

**OFFEROR INFORMATION**

Company Name	<u>Life Resources of Georgia, Inc.</u>	Contact Name	<u>Christina Middleton</u>
Address	<u></u>	Title	<u></u>
Address 2	<u></u>	Phone Number	<u></u>
City, State, Zip	<u></u>	Email Address	<u></u>

**BUDGET DETAIL SUMMARY**

DESCRIPTION OF SERVICES		Unit of Measure	Cost per Unit	Number of Units	Total Annual Amount
1	Personal Services (Salaries)	One Year			\$115,000.00
2	Regular Operating	One Year			\$20,000.00
3	Travel	One Year			\$12,000.00
4	Equipment	One Year			\$3,000.00
5	Facility Costs	One Year			\$30,000.00
6	Per Diem/Fees	One Year			\$0.00
7	Telecommunications	One Year			\$2,400.00
8	Other--specify: Grant Meeting/Orientation/Training Expenses	One Year			\$7,000.00
9	Provider Costs (Please leave this line blank. Costs to be determined by the State Entity)				\$0.00
10					\$0.00
11					\$0.00
12					\$0.00
13					\$0.00
14					\$0.00

**Total Projected Annual Costs**

*\* This total cost is the amount that should be entered as the bid in Team Georgia Marketplace/Peoplesoft* **\$189,400.00**

I attest the information contained in this Cost Proposal Worksheet is an accurate estimate of our organization's financial proposal for this bid event.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State Entity; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days (or such other time period as identified in the solicitation)** from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Life Resources of Georgia, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Christina Middleton, Executive Director
Date:	5/30/17
Company Address:	P.O. Box 6375, Macon GA, 31208
FAX Number:	
Email Address:	christina@liferesourcesga.com
*This table must be completed in its entirety by the supplier.	





## RFP Addendum Form

RFP Number: DPH0000126	RFP Title: Positive Alternatives to Pregnancy
Requesting State Entity: DPH	
Issuing Officer: Kathleen lane	RFP Initially Posted to Internet: See GPR
eMail Address: Kathleen.Lane@dph.ga.gov	Telephone: 404-232-1144
Addendum Number: 1	Date: 5/27/17

The purpose of this addendum is to:

- Add the Questions and Answer Document to the Solicitation

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

Life Resources of Georgia

Supplier's Name

Christina Middleton

Signature

Christina Middleton, Executive Director

Printed Name and Title

## Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.

Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.

By answering "Yes," you indicate that you meet the individual requirements in the response block provided. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attchts with Additional Information?	Attachment File Name
	<b>Organization Composition</b>			
1	Offeror must be a nonprofit organization incorporated in the state of Georgia with a tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986	Yes	No	
2	Offeror must be registered with the Georgia Secretary of State pursuant to O.C.G.A. 14-2-1501 (a) (2010). Authority to transact business required.	Yes	Yes	Mandatory Response Worksheet Attachment
	<b>Financial Stability</b>			
1	Offeror must have a system of financial accountability consistent with generally accepted accounting principles, including an annual budget	Yes	No	
	<b>RFP Submittals</b>			
1	Offeror must submit either the "Cost Worksheet-Rate Schedule" or "Cost Worksheet-Line Item Budget."	Yes	No	

**MANDATORY  
RESPONSE WORKSHEET  
ATTACHMENT**

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

**Annual Registration** \*Electronically Filed\*

Secretary of State

Filing Date: 03/09/2017 13:44:36

### BUSINESS INFORMATION

**BUSINESS NAME** : LIFE RESOURCES OF GEORGIA, INC.

**CONTROL NUMBER** : 07055775

**BUSINESS TYPE** : Domestic Nonprofit Corporation

### BUSINESS INFORMATION CURRENTLY ON FILE

**PRINCIPAL OFFICE ADDRESS** : P.O. Box 2323, Dacula, GA, 30019, USA

**REGISTERED AGENT NAME** : Donna Perry

**REGISTERED OFFICE ADDRESS** : 6405 SUGAR LOAF PARKWAY, Gwinnett, DULUTH, GA, 30097, USA

### OFFICER TITLE ADDRESS

Jan Holt Secretary 150 Dogwood Court #1178, Waleska, GA, 30183, USA

Jan Holt CFO 150 Dogwood Court #1178, Waleska, GA, 30183, USA

Jim Glover CEO 1163 Dee Kennedy Road, Auburn, GA, 30011, USA

### UPDATES TO ABOVE BUSINESS INFORMATION

**PRINCIPAL OFFICE ADDRESS** : P.O. Box 2323, Dacula, GA, 30019, USA

**REGISTERED AGENT NAME** : Donna Perry

**REGISTERED OFFICE ADDRESS** : 6405 SUGAR LOAF PARKWAY, Gwinnett, DULUTH, GA, 30097, USA

### OFFICER TITLE ADDRESS

Jan Holt Secretary 150 Dogwood Court #1178, Waleska, GA, 30183, USA

Jan Holt CFO 150 Dogwood Court #1178, Waleska, GA, 30183, USA

Jim Glover CEO 1163 Dee Kennedy Road, Auburn, GA, 30011, USA

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** : Donna Perry

**AUTHORIZER TITLE** : Registered Agent



# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### RECEIPT

#### Transaction Details

Product Description	Business Name	Control No.	Shipped	Order Date	Item	Cost	Expedite	Fee	Total
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Annual Registration	LIFE RESOURCES OF								
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GEORGIA, INC.	07055775	Online	03/09/2017	30.00	0.00	30.00			
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Invoice Total: \$30.00

#### Payment Details

Payment Type	Check/Reference No.	Amount
--------------	---------------------	--------

Credit Card - American Express	#####1002	30.00
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Payment Total: \$30.00

**Mailing Address:** Georgia Secretary of State, Corporations Division, 2 MLK Jr. Dr. SE, Suite 313 Floyd West Tower, Atlanta, Georgia 30334-1530

**Phone:** (404) 656-2817 | **Website:** <http://www.sos.ga.gov/>

# STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF INCORPORATION

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **LIFE RESOURCES OF GEORGIA, INC.**

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on 06/29/2007 by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal of the City of Atlanta  
and the State of Georgia on June 29, 2007



Karen C. Handel  
Secretary of State

Mandatory Scored Questions				
Offerors must answer all the questions in this spreadsheet in the cell provided.				
Failure to answer these questions will result in disqualification of the proposal.				
Offerors must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.				
DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.				
Question #	Questions per Proposal Factors/Categories	Response by Offeror	Upload Attachments with Additional Information?	Attachment File Name
<b>Experience</b>				
1	Offeror must possess a minimum of 5 years of documented experience providing contract management services with a similar scope of services. (Provide examples of management experience similar to the scope of deliverables outlined in the RFP)	LRG meets this requirement. For 10 years, we have worked with over 65 pregnancy care organizations, managing 2 grant programs on their behalf and providing oversight for grant compliance.	Yes	Mandatory Scored Questions - Experience-Question #1
2	Offeror must submit a list of all clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include: dates of service, name of contact person, title of contact person, address, and phone number of contact person	Grant programs were not available through LRG during the last three years, but we have offered grant opportunities to all of the Georgia pregnancy care organizations for ultrasound proficiency trainings (12 awarded) and technology (7 awarded) from 2008-2013. LRG developed, announced, screened, awarded, and maintained oversight on both grant programs.	Yes	Mandatory Scored Questions - Experience-Question #2
3	Offeror must provide at least 3 references from former clients to whom they provided contract management services with a similar scope of service to those in this solicitation. Each reference must include the following: client name, contact person, phone number, email address, and the scope of service <i>NOTE: If the agency has never received grant funding from any agency before then they would need to include any information they believe would be beneficial to substantiating their ability to meet the deliverables as outlined in this RFP.</i>	There are three reference letters attached from organizations who were grant recipients.	Yes	Mandatory Scored Questions - Experience-Question #3
4	Offeror must disclose any services terminated by the client(s) and the reason for termination	None	No	
<b>Financial Stability</b>				
1	Offeror must provide a copy of the most recent audited financial report if a public company. The offeror must, if not a public company, provide a copy of the most recent internal financial statement and a letter from their financial institution stating the offeror's financial stability. The letter must be on the financial institution's letterhead.	Since we are a non-profit organization, we are providing an internal financial statement and a letter from our financial institution stating our financial stability.	Yes	Mandatory Scored Questions - Financial Stability-Question #1
2	Offeror must disclose any pending or current litigation against their company. If None type "None" in the comments section.	None	No	
3	Offeror must disclose any bankruptcies filed in the last ten years. If None type "None" in the comments section.	None	No	
<b>Organization Composition</b>				
1	Offeror must be a 501 (c)(3) organization, including having a board that hires and supervises the agency's director and provides oversight for organizational operations.	We are providing a copy of our 501(c)3 documentation and excerpts from our bylaws regarding board oversight.	Yes	Mandatory Scored Questions - Organization Composition-Question #1
<b>Technical Requirements</b>				

1	Offeror must describe their approach to creating and administering a grant application process, including announcement, review and administration.	<p><b>Announcement:</b> 1) Prepare notice of state funding availability for organizations who offer pregnancy support services as listed in the DPH contract. Notice will include who can apply, when to apply, and how to apply. 2) Notice will be sent through direct communication to LRG's comprehensive list of known eligible direct service providers, coalitions with a primary mission of promoting healthy pregnancy and childbirth, Georgia Association of Non-Profit Organizations, related social media outlets if deemed appropriate, and the LRG website with application instructions. 3) In-person meetings and webinars will be offered to answer applicants' questions regarding the application process. <b>Review:</b> 1) Each applicant will receive an acknowledgement of receipt of submission. 2) LRG personnel will conduct initial screening to ensure requirements listed in Attachment 7, Section 3, Item ii, and Item iv are met. 3) A Grant Review Committee (GRC) will be established to review qualified submissions and determine recommendations to DPH. The GRC will consist of LRG staff and key industry experts or consultants. If any formal relationship with an applicant and GRC member is identified, the GRC member will abstain from evaluating that application. <b>Administration:</b> Applicants will mail in the application but can also upload it to an online application to track submissions and see deadlines are met. Online application tool will allow ease of review and facilitate online evaluation matrix in a centralized secure location. The online application process assists the applicant and LRG in tracking submissions, communications, notifications, and monthly reporting and annual report creation. Further, LRG will create confidentiality systems and development of proper forms, select GRC to review submissions and determine recommendations, and establish communication channels to present recommendations to DPH.</p>	No	
2	Offeror must describe their approach to evaluating provider grant applications on a competitive basis and recommending providers to DPH.	<p>The <b>initial review</b> of each grant submission will be conducted by the LRG staff to verify the completeness of the grant application and to determine compliance with qualifications listed in Attachment 7, Section 3, item ii and item vi of the Contract for Services. If the applicant qualifies, then the submission is referred to the GRC. The <b>evaluation</b> of each qualifying grant submission by the GRC will be based on the elements and scoring described in Exhibit A of the DPH contract. The scores will be compiled and the highest scoring grant submissions will be recommended to the DPH.</p>	No	
3	Offeror must describe their approach to selecting qualified providers to participate in the program.	<p>GRC members will rank the applicants without seeing other evaluator scores. A cumulative ranking report will be created for further committee discussions to identify provider recommendations. LRG will contact applicants when necessary to clarify any questions for the GRC if needed prior to making recommendations to DPH. If DPH requests additional clarification prior to approving recommendations, the Offeror will provide a response from the provider within five business days.</p>	No	



4	Offeror must describe their approach to communicating written acceptance or denial of grant applications that have been approved by DPH, to Direct Client Service Providers.	We will notify each applicant in writing as to the outcome of their grant submissions. Electronic notification will be done through an online system for prompt communications with key Provider emails to ensure delivery and through first class certified mail within seven days of DPH's acceptance or denial.	No	
5	Offeror must describe their approach to monitoring the continual compliance with the subcontract and ensuring that providers fulfill all subcontract requirements.	Each Direct Client Service Provider, who receives a grant award, will be monitored in order to affirm compliance with requirements. The following monitoring procedures will be utilized: 1. Visit site to verify overall quality of operations. 2. Maintain file with written evidence of compliance with the qualifications required by the sub-contract. 3. Review of required reporting 4. Host an annual meeting of all grant recipients to insure that Providers are properly informed regarding their commitments and additional meetings as needed.	No	
6	Offeror must describe their approach to processing, inspecting, reviewing, and approving subcontractors' budgets, invoices for payment, and documentation of expenditures.	LRG's Grant Administrator will have oversight of processing, inspecting, reviewing, and approving subcontractors' budgets, invoices for payment, and documentation of expenditures. Each subcontractors' budget will be evaluated as part of the initial grant submission review by the Grant Administrator. Each invoice submitted by a subcontractor must include documentation of expenditures listed (i.e. receipts, payroll stub, etc.) and will be approved by the Grant Administrator prior to submission to the DPH. Unless performed by the DPH, LRG will conduct an annual review of each Direct Client Service Provider by an independent certified CPA within 120 days of the completion of its fiscal year verifying compliance with all financial requirements under the grant.	No	
7	Offeror must describe their approach to maintaining records for each grant applicant and award.	The online grant process will provide secure back up storage of records. Additionally reports and data can be exported and saved for records and historical data and capturing of impact. LRG will also have a secured electronic filing system to download grant applications of those approved, and declined. Data may be filed as follows: 1) Application and supporting documents, 2) Contract, 3) Financials, 4) Reports, 5) Correspondence, 6) Invoices and Reimbursement. Monthly reports will be uploaded and downloaded to online grant process so that Provider and LRG can assure that submissions are received and reviewed. Once reviewed by LRG they will be submitted to DPH.	No	
8	Offeror must describe their approach to coordinating activities and correspondence between the DPH and Direct Client Service Providers.	The Grant Administrator will be the primary contact for communication with the DPH. The Administrator will be available to meet or communicate regularly with the DPH representative to ensure the program is implemented according to DPH specifications. The Administrator will also be primary contact for educating the subcontractors in regards to programmatic details and/or DPH mandates and modifications. The Program Manager will be the primary point of contact for the subcontractors in regard to completion of applications, proper reporting, and maintenance of files. LRG will review and analyze Provider progress in reporting outcomes and budgetary expenditures. If clients reached outcomes are not in line with budgetary expenditures, LRG will contact Provider and ask for a clarification or request an action plan from Provider as a solution. If DPH has additional documentation needs LRG will provide a response and time line for action if needed.	No	

9	Offeror must describe their approach to developing and implementing an evaluation plan to monitor progress and outcomes for the proposed Pregnancy Support Services.	<p>Once grant awards and agreements have been completed, the Offeror will hold an initial conference call/webinar to kick off the grant implementation. Each provider will have a representative on the call. Monthly reporting requirements will be clarified. Offeror will communicate they are a continuous resource for questions about grant implementation and issues. After the first monthly reports are submitted to DPH an additional provider conference call will be held if needed (date to be determined) and/or in-person conference to troubleshoot any initial programmatic issues. URG will commence regular reminder to file reports, requests, acceptance and review of reports. In addition, monitoring the progress and outcomes for the Proposed Pregnancy Support Services may include the following components:</p> <ol style="list-style-type: none"> <li>1. Request initial report from each subcontractor listing all eight services specified in the contract and the current number of unduplicated clients participating in each service. Require monthly updates.</li> <li>2. Periodically compare and summarize changes reflected in monthly reports defined in Item 1 with the reporting required in Attachment 7, Section 3, F(1).</li> <li>3. Establish client follow-up procedures for subcontractors to determine outcome of each client's pregnancy and require monthly reporting of results.</li> </ol> <p>Further, URG will analyze progress in reporting and outcomes generally. If outcomes are not in line with expenditures, URG will contact subcontractor and ask for an explanation or request and action plan to resolve progress and outcomes within 10 business days so that changes can be implemented within the next 30 days from submission of action plan.</p> <p>In addition, URG plans to compile information on subcontractor successes to promote a general commitment to the viability and success of the grant program as well as encourage subcontractors to seek competitive successes.</p>	No	
<b>Staffing</b>				
1	The offeror must provide an organizational chart including all staff that will be used in the course of the resulting contract showing reporting relationships within their organization and a biography for agency director.	An organizational chart and a biography of the Executive Director of URG is attached.	Yes	Mandatory Scored Questions-Staffing-Question #1
<b>Implementation</b>				
1	The offeror must submit an implementation plan in response to this RFP to ensure a smooth transition of services to be provided under the new contract. The implementation plan shall include all tasks to be performed and milestone dates.	URG has created an implementation plan for this RFP. Due to the comprehensive nature of developing new processes for each stage, exact dates cannot be given but URG has estimated time frame required to effect stages of the implementation plan.	Yes	Mandatory Scored Questions-Implementation-Question #1 and #2
2	The offeror must describe their approach to develop and implement direct service provider contracts within 30 days of contract execution date.	The attached Implementation Plan outlines URG's use of the online application tool, immediate communications of award to direct service providers, follow-up compliance to ensure proper contracts are in place and requirements under each DSP contract are communicated and understood, and opportunities via webinar and meeting availability to ensure direct service provider contracts are executed timely.	Yes	Mandatory Scored Questions-Implementation-Question #1 and #2
<b>Reporting</b>				
1	Offeror must describe its ability to collect and report appropriate documentation as required by DPH.	Upon notice of award of this bid, our Grant Administrator would immediately proceed with finalization of the online grant application tool with data management services. Use of this program would allow for ease of intake and standard processes of compiling data - for the application process as well as reports. Our Grant Administrator would primarily be responsible for organization of the data and preparing/transmitting data as required by the DPH. We have reviewed the invoicing and requirements set out in the RFP and already have in place company email, data storage and filing systems sufficient to manage information via intake and return reports to the DPH.	No	
2	Offeror must describe its ability to submit timely and complete quarterly and end of the year programmatic reports.	As previously described, we expect to utilize an online application and data management tool which would allow for efficient data compilation and review as well as reporting. In the event the application tool would not be compatible with the outcomes program reports, our Grant Administrator would be responsible to ensure quarterly reports were timely compiled and appropriately communicated to the DPH. The Grant Administrator and Program Manager would jointly work to complete accurate and comprehensive end-of-the-year programmatic reports to ensure overall program success as well as measurable outcomes for continued project funding.	No	
3	The offeror must provide samples of all available standard reports.	Attached are the following forms: 1)Due Diligence Review Form, 2)Logic Model Template, 3)Grant application-Parts A and B (previous grant program administered by URG, 4)Site Visit Form, 5)Request for Stats, and 6)Summary of Stats	Yes	Mandatory Scored Questions - Reporting Question #3

EXPERIENCE  
QUESTION #1

LIFE RESOURCES OF GEORGIA, INC.

MANDATORY SCORED QUESTION

EXPERIENCE

1. Offeror must possess a minimum of 5 years of documented experience providing contract management services with a similar scope of services.

Response:

Life Resources of Georgia Inc. (LRG) began in 2007 with the mission to advance the scope, effectiveness, and impact of pregnancy care organizations in Georgia. In the course of fulfilling this mission, we have acquired experience in the following areas:

1. Grant Management - LRG has established two grant programs for GA pregnancy care organizations. These programs involved the development, screening, awarding, and maintenance of grants related to ultrasound proficiency trainings and technology.
2. Quality Control - LRG has developed and implemented a program whereby centers must meet stringent qualifications and operational standards in order to receive the program's "seal of approval".
3. Networking - Almost ten years ago, LRG initiated the networking of over 65 pregnancy care organizations in GA and has maintained continuous communication through a statewide email distribution list, conferences, seminars and personal relationships.
4. Reporting - LRG has gathered statistical information from the GA centers annually since 2007.



EXPERIENCE  
QUESTION #2

List of GA preanancy centers who have participated in previous LRG arant programs

<b>Name of Organization</b>	<b>Director's Name</b>	<b>Office Phone</b>	<b>Street Addresses</b>
Athens Pregnancy Center	Tricia Parker	678-753-3180	767 Oglethorpe Avenue, Suite A, Athens, GA 30606
Care Net PRC Of Atlanta	Shealita Reed	404-688-0795	100 Edgewood Avenue Suite 1650 Atlanta, GA 30303
Appalachian Area Crisis Pregnancy Center	Chris Scroggins	706-835-1252	PO Box 1789 Blairsville, GA 30514
Pregnancy Resource Center	Faith Pullen	770-832-0256	PO Box 683 Carrollton, GA 30112
Sound Choices Pregnancy Clinic	Carol Henschel	706-327-9935	1316 Wymnton Court, Columbus, GA 31906
Whispering Hope Women's Res. & PC Inc.	Beth Hathorn	770-889-8302	133 Samaritan Dr. Suite 402 Cumming, GA 30040-2396
Safe Choice Medical Care Center	Rhenda Booth	706-276-8378	PO Box 383 Elijay, GA 30540
First Call Pregnancy Center	Margaret Keck	706-453-1908	PO Box 1422 Greensboro, GA 30642
A Beacon of Hope	Talli Moellering	678-893-5293	2750 Old Alabama Rd. suite 100 John's Creek 30022
PC of LaGrange, Inc.	Michelle Thompson	706-884-3833	PO Box 2201 LaGrange, GA 30241
A Center of Hope	Yvonne Genest	770-466-3900	PO Box 1714 Loganville, GA 30052
Caring Solutions	Christina Middleton	478-755-1343	P.O. Box 27011 Macon 31221
Crossroads PC	Monica Leftwich	478-452-7376	PO Box 223 Milledgeville, GA 31059
Hope House	Katrina	229-985-4673	PO Box 794 Moultrie, GA 31776
PCC of Tift Area	Darlene Barber	229-382-4491	PO Box 7186 Tifton, GA 31794
The Hope Center	Cindy O'Leary	770-924-0864	295 Molly Lane, Suite 120 Woodstock, GA 30189
PRC of Gwinnet	Robin Mauck	770-338-1622	337 W Pike St, Lawrenceville, GA 30046
ABC Women's Clinic	Becky Wood	478-275-9455	402 West Madison, Dublin, GA 31021

# EXPERIENCE

## QUESTION #3



**ABC**  
WOMEN'S CLINIC

*Transforming Fear Into Confidence*

June 1, 2017

Re: Life Resources of Georgia

To Whom it may concern:

Life Resources of Georgia (LRG) has been assisting Pregnancy Clinics and Pregnancy Centers for a decade with professionalism and excellence. The transition to Christina Middleton as Director only strengthens the organization's ability and reach.

LRG consistently serves Georgia clinics and centers through networking and training opportunities and has provided numerous grants throughout the years to assist in various aspects of serving women in unplanned pregnancies.

For ABC Women's Clinic specifically, Life Resources of Georgia provided grant funds for nurses to be trained in limited obstetrical ultrasound. The application process, oversight, and evaluation were handled in a timely and professional manner. They have also provided training for volunteers and helped staff in strategies for improvement, both of which were of great benefit to ABC.

Having worked with Donna Perry for many years at LRG and Christina Middleton at Carings Solutions before and during LRG, it is my pleasure to recommend Life Resources of Georgia as State Contract Agency for the oversight of funds provided by the General Assembly in SB 308.

I can be contacted by phone at 478.304.1212 or email [becky@abcwomensclinic.com](mailto:becky@abcwomensclinic.com) for more information.

Thank you for a positive response to Life Resources of Georgia as Contract Agency.

Sincerely,

Becky Wood  
CEO

402 W. Madison Street | PO Box 1927 | Dublin, Georgia 31040-1927 | [abcwomensclinic.com](http://abcwomensclinic.com)  
Helpline: 1.877.444.0222 | Office: 478.275.9455 | Fax: 478.304.0593

Check out our profiles on Social Media! [f](#) [t](#) [p](#)



Phone (678) 753-3180  
Fax (706) 353-2157  
767 Oglethorpe Avenue  
Athens, Georgia 30606

May 31, 2017

To Whom It May Concern:

Life Resources of Georgia has been an incredible organization offering encouragement, networking and training opportunities to pregnancy centers. These opportunities have strengthened centers by supporting the executive directors as well as taking a bit of the load off of them. LRG does a professional job of training new volunteer client advocates as well as new board members. This brings consistency to all the centers who will participate.

Athens Pregnancy Center underwent a medical conversion in 2008 in order to provide our clients with an ultrasound. It was a very involved and costly season for our small pregnancy center. One of the most encouraging aspects was learning that we could apply for a grant from Life Resources of Georgia to help cover the cost of training a Nurse Manager. I was able to complete the needed information required for a grant and our center was very blessed when we learned that we had been awarded the funds to help cover the training cost. The application process was done in a very timely manner with clear communication of expectations and a site visit was soon made. After a full year of being a medical pregnancy center our number of new clients went from 450 to 650 and we continue to see this number increase.

It is a pleasure to recommend Life Resources of Georgia as the State Contract Agency for the oversight of funds provided by the General Assembly of Georgia.

Because Every Life Counts,

Tricia Parker

Executive Director

[www.AthensPregnancyCenter.org](http://www.AthensPregnancyCenter.org)





June 1, 2017

To Whom It May Concern:

It is a privilege to recommend Life Resources of Georgia's services. LRG has been an organization we have learned to trust and rely on. They have helped us in raising our standard of care for our patients. They have assisted in training staff, volunteers and board members. They have conducted on site evaluations, made suggestions for better flow and overall care of patients, and promote healthy communication. Sound Choices has been the recipient of their professionalism and dedication. We have also received financial assistance through their grant program.

Sound Choices will continue to look to Life Resources of Georgia for the resources they provide and for the way they care about our services and those we serve. If we can assist you further in recommending LRG, please do not hesitate to call us.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Carol Henschel'.

Carol Henschel, Executive Director  
carol@soundchoicespc.com  
Sound Choices Pregnancy Clinic  
\*sound choices...solid futures\*  
1716 Wynnton Court  
Columbus, Georgia 31906  
www.soundchoicespc.org  
706-573-52300

 Sound Choices Pregnancy Clinic • 1716 Wynnton Court • Columbus, Georgia 31906 • 706.322.5014  
Partners.SoundChoicesPC.org • Partners@SoundChoicesPC.org  
*Sound Choices...Solid Futures!*

# FINANCIAL STABILITY

## QUESTION #1

10:13 AM  
06/05/17  
Accrual Basis

Life Resources of Georgia Inc.  
**Profit & Loss**  
January through April 2017

	Jan - Apr 17
Ordinary Income/Expense	
Income	
Conference Fees to LRG	0.00
1000 - Income	
1002 - SPECIAL GIFTS	300.00
1003 - BOARD & STAFF GIVING	4,175.00
1005 - CHURCHES/RELIGIOUS ORGANIZATION	2,600.00
1007 - PREGNANCY CENTERS	3,305.85
1008 - FEES FOR PROGRAMS	845.00
1010 - Conferee Fees to LRG	1,925.00
1013 - Payroll offset account	-63.96
1016 - RVT Fees	85.00
Total 1000 - Income	13,171.89
Total Income	13,171.89
Gross Profit	13,171.89
Expense	
Reimbursement	-41.76
1100 - Personnel	
1101 - EXECUTIVE DIRECTOR	10,583.34
1110 - FICA (7.65%) Employer	809.63
Total 1100 - Personnel	11,392.97
1200 - Direct Costs	
1201 - CORPORATION FEES	30.00
1210 - PRINTING	22.25
1215 - POSTAGE	73.16
1220 - OFFICE SUPPLIES	343.01
1225 - TRAVEL	1,083.67
1230 - DIRECTORS CONFERENCE	2,067.24
1232 - RVT Meals	191.27
1240 - WEBSITE DEVELOPMENT	182.74
1250 - CELLPHONE	346.22
Total 1200 - Direct Costs	4,341.56
1300 - Indirect Costs	
1320 - RENT	581.60
1325 - BOOKKEEPING SERVICES	820.00
Total 1300 - Indirect Costs	1,401.60
1400 - Asset Purchases	
1401 - Office Equipment	84.98
Total 1400 - Asset Purchases	84.98
1700 - First Responders	-104.94
1800 - BRANDING	590.00
66000 - Payroll Expenses	0.00
Total Expense	17,664.41
Net Ordinary Income	-4,492.52
Net Income	-4,492.52

10:14 AM  
06/05/17  
Accrual Basis

Life Resources of Georgia Inc.  
**Balance Sheet**  
As of April 30, 2017

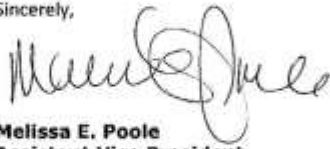
	Apr 30, 17
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10001 - Brand Bank -- Operating	66,236.34
<b>Total Checking/Savings</b>	<b>66,236.34</b>
<b>Total Current Assets</b>	<b>66,236.34</b>
<b>TOTAL ASSETS</b>	<b>66,236.34</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
24000 - Payroll Liabilities	
24100 - Form 941 Liability	2,106.95
24200 - Georgia Liability	288.83
<b>Total 24000 - Payroll Liabilities</b>	<b>2,395.82</b>
<b>Total Other Current Liabilities</b>	<b>2,395.82</b>
<b>Total Current Liabilities</b>	<b>2,395.82</b>
<b>Total Liabilities</b>	<b>2,395.82</b>
Equity	
32000 - Retained Earnings	68,333.04
Net Income	-4,492.52
<b>Total Equity</b>	<b>63,840.52</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>66,236.34</b>

June 2, 2017

To whom it may concern,

Life Resources of Georgia, Inc. has been a customer of BrandBank since 2007. During that time, they have always maintained a sufficient balance and appear to be financially stable.

Sincerely,



**Melissa E. Poole**  
**Assistant Vice President**  
**Branch Manager**  
**Sugarloaf Branch**

P.O. Box 1110 | Lawrenceville, GA 30046  
6224 Sugarloaf Parkway Duluth, GA 30097  
O: 770.822.6600  
C: 678.920.4557  
F: 678.518.6349



ORGANIZATIONAL  
COMPOSITION  
QUESTION #1

FEDERAL APPROVAL OF  
NON-PROFIT STATUS  
(501c3)

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 15 2007

LIFE RESOURCES OF GEORGIA INC  
501 CROWN POINTE WAY STE 290  
LAWRENCEVILLE, GA 30045

Employer Identification Number:  
26-0541427  
DLN:  
17053302011007  
Contact Person:  
RENEE RAILLEY NORTON ID# 31172  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
June 29, 2007  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2011  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

**Part X Public Charity Status (Continued)**

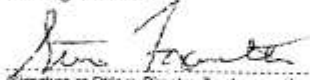
- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

  
 (Signature of Officer, Director, Trustee, or other authorized official)

Steve Foxworth  
 (Type or print name of signer)

Chairman  
 (Type or print title or authority of signer)

10/25/07  
 (Date)

For IRS Use Only



IRS Director, Exempt Organizations

NOV 15 2007

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. \_\_\_\_\_
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

LIFE RESOURCES OF GEORGIA INC

Sincerely,

A handwritten signature in cursive script that reads "Robert Choi".

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC  
Statute Extension

Letter 1045 (DO/CG)



LRG'S BYLAWS  
EXCERPT REGARDING  
GOVERNING BOARD'S  
AUTHORITY

## V. PURPOSE

The purpose of Life Resources of Georgia, Inc. is to promote standards of excellence among pregnancy centers and related ministries within the state of Georgia.

## VI. BOARD OF DIRECTORS

- A. The Board shall have the full power and authority of this organization.
- B. The Board shall have up to 12 and no fewer than 2 members.
- C. Each member of the Board of Directors shall be at least 25 years of age and shall be a professing Christian of sound character who affirms his or her full agreement with the corporation's statement of faith.
- D. The Board receives no compensation other than reasonable expenses resulting from the execution of their duties as a member of the Board.
- E. The Board shall meet at least quarterly, at an agreed upon time and place.
- F. Terms of office for each Board member shall be three years to begin on the day of election and shall expire the day of election at the end of their three-year term. ***Terms shall be staggered so that one Board members' term shall expire each year.*** Therefore, the first election of board members will incorporate a one, two, and three-year term.
- G. Special elections may be held in the event a member of the Board is unable to fulfill their term of office.
- H. A majority of the Board must be present at regularly scheduled meetings and specially-called meetings in order to conduct business. A specially-called meeting will require either personal or written notice 10 days prior to the meeting.
- I. Any member of the Board of Directors who has a potential conflict of interest with respect to any proposed transaction involving the corporation shall promptly disclose to the remaining members of the Board all material facts relating to the potential conflict of interest. The Board of Directors will not be precluded from approving any transaction in which a member of the Board may have a conflict of interest if the following conditions are met: (1) the Board member in question refrains from participating in any deliberations or decisions relating to the transaction, and (2) a majority of the remaining members of the Board determines after due investigation that entering into the transaction will be in the best interest of the Corporation.

## VII. BOARD OFFICERS AND DUTIES

The officers of the Board shall be Chairman, Vice Chairman, Secretary, and Treasurer. Officers shall be elected annually by simple majority vote of a quorum of Board members. The term of office will be one year with the opportunity for additional terms. Any officer or Board member may be removed from office by majority vote of the Board whenever, in its judgment, it is in the best interest of the Corporation to do so. Vacancy of any office

may be filled by a majority vote of a quorum of Board members. Duties of each officer is as follows:

- A. **Chairman:** The chairman shall convene regularly scheduled Board meetings and shall preside or arrange for other board members to preside at each meeting in the following order: Vice Chairman, Secretary, and Treasurer. The Chairman shall also perform such other duties as from time to time may be assigned by the Board of Directors.
- B. **Vice-Chairman:** In the absence of the chairman or in the event of death or inability or refusal to serve, the vice chairman shall perform all the duties of the chairman and, when so doing, shall have all the powers of, and be subject to all the restrictions of the chairman. The Vice-Chairman shall also perform such other duties as from time to time may be assigned by the Board of Directors.
- C. **Secretary:** The Secretary shall keep the minutes of all meetings of the Board of Directors and shall attend to the giving and serving of all notices for the Corporation. This person shall maintain all corporate records as the Board of Directors may direct and shall perform all other duties ordinarily incident to the office of Secretary. The Secretary shall also perform such other duties as from time to time may be assigned by the Board of Directors.
- D. **Treasurer:** The Treasurer shall oversee the administration of all the funds and securities of the Corporation. When necessary or proper, unless otherwise ordered by the Board of Directors, this person shall endorse on behalf of the Corporation checks, notes and other obligations, and shall deposit same to the credit of the Corporation in such depositories as the Board of Directors may designate, and shall sign all receipts and vouchers for payments made to the Corporation. This person shall sign all checks made by the Corporation, except when the Board of Directors shall otherwise direct. The Treasurer shall supervise the regular entering, in books of the Corporation, a full and accurate accounting of all moneys received and paid on account of the Corporation. Whenever required by the Board of Directors, this person shall render a statement of the financial condition of the Corporation. This person shall at all reasonable times exhibit their books and accounts to any Director of the corporation, upon application at the office of the Corporation during business hours. The Treasurer shall also perform such other duties as from time to time may be assigned by the Board of Directors.

#### **VIII. COMMITTEES**

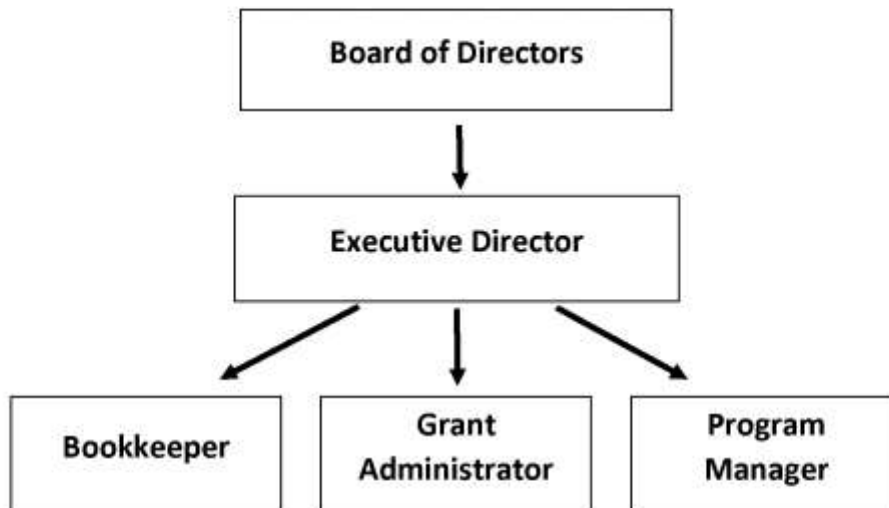
The Board of Directors may create committees as needed. The Board Chairman appoints all committee chairs.

#### **IX. FISCAL YEAR**

The fiscal year of the Corporation shall be the calendar year unless some other fiscal year is specified by resolution of the Board of Directors.

# **STAFFING QUESTION #1**

## Life Resources of Georgia Personnel Structure





**Christina Middleton, M.Div., B.A.**  
*Executive Director of Life Resources of Georgia*

***Biographical Information:***

- Over 8 years of non-profit management and executive leadership experience
- Specialize in training, coaching, and consulting to strengthen and advance pregnancy care facilities
- Over 15 years of project coordination experience
- Able to cast vision, set goals, and motivate others to action

***Professional Experience:***

- Earned a national healthcare accreditation through AAAHC (Accreditation Association for Ambulatory Healthcare) while serving as Executive Director of a Pregnancy Medical Clinic
- Lead a team of 20+ paid staff and 20+ volunteers in a pregnancy medical clinic setting
- Lead multi-sized pregnancy care and medical organizations with a broad range of needs
- Oversee state-wide network of pregnancy care centers in Georgia
- Foster relationships with all Executive Directors, Boards, and Staff Members of Georgia pregnancy care centers through training, coaching, consulting, standard evaluation, and strategic planning
- Work with a state-wide board to implement standards of care in pregnancy care centers across Georgia

# IMPLEMENTATION

## QUESTION #1 AND #2

## Positive Alternatives Implementation Plan

### Stage One: estimated three weeks

- Determine all necessary deadlines for implementation plan based upon final contract award date.
- Secure employment of identified Grant Administrator and Administrative staff.
- Review insurance requirements and amend current insurance policies as needed.
- Determine all requirements of DPH under the Contract and identify all compliance needs
- Contract for Positive Alternatives program website and associated online application tool and data collection
- Design and Build all additional necessary policies and procedures for Grant Application Process, reporting processes, internal compliance, communications with DPH
- Establish separate financial/banking accounts necessary for provision of Positive Alternatives Grant
- Consult with accounting expert on standard practices for managing separate accounts and audit
- Communicate initial announcement of upcoming grant opportunity via all available networks

### Stage Two: estimated one week

- Identify Grant Review Committee and draft all application review standards
- Plan and implement marketing of grant opportunity across general audience with additional marketing directly to all known eligible non-profits
- Draft all communications for grant opportunity
- Post links to online grant tool and offer printable version of grant application via website and communications attachments

### Stage Three: estimated two weeks

- Host informational meeting and webinar for interested applicants
- Provide Grant Review Committee orientation and standards
- Open application process in accordance with RFP and DPH required deadlines

### Stage Four: time TBD

- Begin agency review of applications
- Begin referral of qualified application submissions to Grant Review Committee
- Close application process and complete all review and referral

### Stage Five: time TBD

- Receive Grant Review Committee recommendations and provide proposed award recommendations to DPH
- Upon DPH final approval, notify award recipients via online tool and certified mail
- Insure proper denial notices are sent via online tool and certified mail

Stage Six: time TBD

- Review awardee contracts to insure complete file compilation
- Communicate clear reporting requirements and invoice process to awardees
- Begin intake on reporting and invoices
- Hold webinar for any and all process questions

Stage Seven: time TBD

- Begin process of program review and reporting
- Analyze program results on quarterly and annual basis
- Hold mid-year meeting to ensure compliance and troubleshoot programmatic issues
- Establish practice random site visits to oversee general quality of program implementation

# REPORTING

## QUESTION #3



### Due Diligence Review Form

Due diligence refers to the process through which LRG researches an organization's financial and organizational health and capacity. The due diligence process is not an audit or a guarantee of an organization's financial health or capacity. It is a review of information provided by a grant applicant and other sources to make an informed funding decision.

1. How long has your organization been doing business?
2. How many employees does your organization have, both part time and full time?
3. What was your organizations total revenue in the most recent 12 month accounting period?
4. How many different funding sources does the total revenue listed in question #3 come from?
5. Does your organization have a current 501(c) 3 status from the Internal Revenue Service?  
Yes ☐ No ☐
6. Has your organization done business under any other name or names within the last five years? Yes ☐ No ☐
  - a. If you answered yes to questions #6, list the names previously used.
7. Is your organization affiliated with or managed by any other organizations, such as a regional or national office? Yes ☐ No ☐
8. Does your organization receive management or financial assistance from other organizations? Yes ☐ No ☐
  - a. If yes, provide details.
9. Does your organization have written policies and procedures for accounting processes? Yes ☐ No ☐

If yes, please attach a copy of the table of contents of the written policies and procedures.
10. Does your organization have written policies and procedures for purchasing processes? Yes ☐ No ☐

If yes, please attach a copy of the table of contents of the written policies and procedures.
11. Does your organization have written policies and procedures for payroll process? Yes ☐ No ☐

If yes, please attach a copy of the table of contents of the written policies and procedures.

12. Which of the following best describes your organization's accounting system?  
Manual ☐ Automated ☐ Both ☐
13. Does the accounting system identify the deposits and expenditures of program funds for each and every grant separately? Yes ☐ No ☐ Not Sure ☐
14. If your organization has multiple programs within a grant, does the accounting system record the expenditures for each and every program separately by budget line items? Yes ☐ No ☐ Not sure ☐ Not Applicable ☐
15. Does the accounting system have a way to identify over-spending of grant funds? Yes ☐ No ☐ Not sure ☐
16. If grant funds are mixed with other funds, can the grant expenses be easily identified? Yes ☐ No ☐ Not sure ☐
17. Has an independent certified public accountant ever examine the organization's financial statements? Yes ☐ No ☐ Not sure ☐
18. Has any debt been incurred in the last six months? Yes ☐ No ☐  
a. If yes, what was the reason for the new debt?  
b. What is the funding source for paying back the new debt?
19. What is the current amount of unrestricted funds compared to total revenues?
20. Are there any current or pending lawsuits against the organization? Yes ☐ No ☐
21. If yes, could there be an impact on the organization's financial position? Yes ☐ No or Not Applicable ☐
22. Has the organization lost any funding due to accountability issues, misuse, or fraud? Yes ☐ No ☐  
If yes, please describe the situation, including when it occurred and whether issues have been corrected.

Logic Model and Evaluation

GOAL 1:

Activity Category	Number of individuals served/year	Short-Term Outcomes	Intermediate Outcomes	Long-Term Outcomes
		•	•	
		•	•	
		•	•	

b. Screening: \_\_\_\_\_

\_\_\_\_\_

c. Training: \_\_\_\_\_

\_\_\_\_\_

4. Funding: \_\_\_\_\_

\_\_\_\_\_

5. Insurance: Attach certificate for General Liability and Ultrasound Coverage

6. Data Management Program: \_\_\_\_\_

7. Referrals Screened: YES or NO

8. Confidentiality: Attached.

9. Basic Services Provided:

\_\_\_\_ Options Info

\_\_\_\_ Abortion Facts

\_\_\_\_ Parenting through Adoption

\_\_\_\_ Single Parenting

b. Screening: \_\_\_\_\_

\_\_\_\_\_

c. Training: \_\_\_\_\_

\_\_\_\_\_

4. Funding: \_\_\_\_\_

\_\_\_\_\_

5. Insurance: Attach certificate for General Liability and Ultrasound Coverage

6. Data Management Program: \_\_\_\_\_

7. Referrals Screened: YES or NO

8. Confidentiality: Attached.

9. Basic Services Provided:

\_\_\_\_ Options Info

\_\_\_\_ Abortion Facts

\_\_\_\_ Parenting through Adoption

\_\_\_\_ Single Parenting



- \_\_\_\_ 24/7 Hotline
- \_\_\_\_ Pregnancy Tests
- \_\_\_\_ Pre-Natal and Post-Natal Education
- \_\_\_\_ Material Aid
- \_\_\_\_ Mentoring Program
- \_\_\_\_ Post Abortion support
- \_\_\_\_ Abstinence education
- \_\_\_\_ STD/STI Information
- \_\_\_\_ Other: \_\_\_\_\_

10. Hours open:

Monday: \_\_\_\_ Hours: \_\_\_\_\_

Tuesday: \_\_\_\_ Hours: \_\_\_\_\_

Wed.: \_\_\_\_ Hours: \_\_\_\_\_

Thurs.: \_\_\_\_ Hours: \_\_\_\_\_

Friday: \_\_\_\_ Hours: \_\_\_\_\_

Sat.: \_\_\_\_ Hours: \_\_\_\_\_

11. A. Total number of clients served last year:

\_\_\_\_\_

B. Total number of pregnancy tests performed last year:

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

LIFE RESOURCES OF GEORGIA  
PRELIMINARY GRANT APPLICATION  
PART B – ULTRASOUND PROGRAM

1. What is the purpose of adding ultrasound to the services offered by your clinic?
2. What are the expected benefits of providing the ultrasound services?

3. Please provide details regarding the center's ultrasound program, including but not limited to the following: (Attach separate sheet)
  - A. Medical supervision
  - B. Nurse Manager (Paid staff or volunteer)
  - C. Number of nurses to be trained
  - D. Medical Personnel performing ultrasound
  - E. Hours ultrasound available per week
  - F. Client qualifications for ultrasound
  - G. Procedure to transition client from consultation room to ultrasound room
  - H. Follow-up procedure
4. Does your center have an ultrasound machine?  
If not, when do you expect to receive it?
5. If your organization were to receive this grant, would you provide, on an annual basis, Life Resources of Georgia the same statistics that you provide focus on the family?

6. Why is your organization best-suited to receive this grant? (Attach separate sheet if needed.)

---

Name

---

Title

---

Date

LIFE RESOURCES OF GEORGIA GRANT  
SITE VISIT

CENTER NAME:

DATE:

1. Description of location:
  
  
  
  
  
  
  
  
  
  
2. Description of facility:
  
  
  
  
  
  
  
  
  
  
3. Condition of facility:
  
  
  
  
  
  
  
  
  
  
4. Facility's ability to accommodate services offered:
  
  
  
  
  
  
  
  
  
  
5. Description of center's decor



6. Walk through client flow in center:

---

Completed by

---

Date

**CENTER NAME:**

**LOCATION:**

<b><u>CATEGORY</u></b>				
NEW CLIENTS				
POSITIVE PREGNANCY TESTS				
NEGATIVE PREGNANCY TESTS				
ULTRASOUNDS (IF APPLICABLE)				
ABORTION-MINDED CARRY TO TERM				

## STATEWIDE CENTER STATISTICS

	NEW CLIENTS	POSITIVE PT	NEG PT	ULTRASOUNDS	AB CARRY TO TERM
ALBANY					
ATHENS					
ATLANTA CARE					
AUGUSTA					
Berlow					
BLAIRSVILLE					
BLUE RIDGE					
BURLINGAME					
CARE NET DOWNTOWN					
CARE NET ATLANTA PBC					
CARRISVILLE					
CARROLLTON					
CARTERSVILLE					
CELANO TOWN					
CLEVELAND					
COLUMBUS					
CONYERS					
COWETA					
CUMMING					
DECATUR					
DORRANCE					
DODDGEVILLE					
DUBLIN					
DUNWOODY					
FAIRBURN					
FAYETTEVILLE					
FORSYTH					
GAINESVILLE					
GREENSBORO					
HAMPSHIRE					
HARTWELL					
HISAM					
JACKSON					
JEFFERSON					
JESUP					
JOHN'S CREEK					
JONESBORO					
KINGSLAND					
LEESBURG					
LAFAYETTE					
LAGRANGE					
LAWRENCEVILLE					
LOGANVILLE					
Macon					
MARIETTA (COBB)					
MARIETTA PBC					
MCDONOUGH					
MILLEDORVILLE					
MOULTREE					
NEWMAN					
PAULDING					
ROCKMART					
ROME					
SAVANNAH (COASTAL)					
SAVANNAH CARE					
STATESBORO					
SUMMERVILLE					
THOMASVILLE					
TUCKER					
WADSWORTH					
WADSWORTH					
WOODSTOCK					
WINDER					
TOTALS					

### Supplier General Information Worksheet

Supplier General Information		
<p><b>THIS FORM SHOULD ONLY BE USED FOR SUPPLIERS RESPONDING TO SOLICITATIONS POSTED DIRECTLY TO THE GEORGIA PROCUREMENT REGISTRY. IT SHOULD NOT BE USED WITH ELECTRONIC BIDS SOURCED THROUGH TEAM GEORGIA MARKETPLACE™ OR ESOURCE.</b></p> <p>This spreadsheet requests basic information concerning the Supplier and may establish other requirements the Supplier must meet to be considered eligible for award. Read each question carefully and provide all requested answers.</p>		
Question #	Description	
1	Provide Company Information:	
	<b>Description</b>	<b>Response</b>
	Company Name (Provide full legal name)	Life Resources of Georgia
	Address 1	P.O. Box 6375
	Address 2	
	City	Macon
	State	Georgia
	Zip Code	31206
	Authorized Person's Name	Christina Middleton
	Telephone Number	678-622-5947
	eMail Address	<a href="mailto:christina@liferesourcesga.com">christina@liferesourcesga.com</a>
2	Reciprocal Preference Law O.C.G.A. §50-5-60(b) In which state is your company domiciled?	
	For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.	Georgia
3	Small Business: Can your company be classified as a Small Business?	Response
	<p>A <b>Small Business</b> is defined as a business which is independently owned and operated. In addition, such business must have either fewer than <u>300</u> employees or less than <u>\$30 million</u> in gross receipts per year.</p> <p>Also, the State encourages all companies to sub-contract portions of any state contract to small and minority business enterprises. Suppliers interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated Section 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the Supplier Relations Administrator:</p> <p>Supplier Relations Administrator Department of Administrative Services 200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334 9010 Telephone: (404) 657-6000 Fax: (404) 657-8444</p>	Yes - with less than 300 employees
4	Georgia Resident Business: Can your company be classified as a Georgia Resident Business?	Response
	<p><b>Georgia Resident Business</b> means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.</p>	Yes

### Supplier General Information Worksheet

5	Georgia Resident Small Business: Can your company be classified as a Georgia Resident Small Business?	Response												
	<p><b>Georgia Resident Small Business</b> means any business that satisfies both requirements:</p> <p>1) <b>Georgia Resident Business</b> - regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.</p> <p>2) <b>Small Business</b> - defined as a business which is independently owned and operated. In addition, such business must have either fewer than 300 employees or less than \$30 million in gross receipts per year.</p>	Yes												
6	Minority Business: Can your company be classified as a Minority Owned Business? Indicate below the percentage of company ownership/control attributable to each of the minority groups listed:													
	<p>A <b>Minority Business</b> enterprise means a small business concern which is at least 51% owned and controlled by one or more minorities and is authorized to do and is doing business under the laws of the State of Georgia, paying all taxes duly assessed and domiciled within this state (Official Code of Georgia Annotated §50-5-131).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #FFD700;"> <th style="width: 40%;">Minority Group</th> <th style="width: 60%;">Percentage of Ownership</th> </tr> </thead> <tbody> <tr> <td>African American</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>Hispanic / Latino</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>Native American</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>Asian American</td> <td style="text-align: center;">0%</td> </tr> <tr> <td>Pacific Islander</td> <td style="text-align: center;">0%</td> </tr> </tbody> </table>	Minority Group	Percentage of Ownership	African American	0%	Hispanic / Latino	0%	Native American	0%	Asian American	0%	Pacific Islander	0%	
Minority Group	Percentage of Ownership													
African American	0%													
Hispanic / Latino	0%													
Native American	0%													
Asian American	0%													
Pacific Islander	0%													
7	Is your company a scrutinized company? Please answer either a, b, or c as described	Response												
	<p>Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized company." A <b>scrutinized company</b> is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. Section 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on state contractors for three or more years, and/or any other available remedy. If the Supplier is a <b>scrutinized company</b>, the Supplier shall not be eligible to bid on or submit a proposal for a contract with the State Entity unless DOAS makes a determination in accordance with O.C.G.A. Section 50-5-84 that it is in the best interests of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact both DOAS and the Issuing Officer immediately.</p> <p>Please answer either a, b or c in the response column of this worksheet to indicate your answer:</p> <p>a. I certify my company is NOT a "scrutinized company."</p> <p>b. I certify my company is a "scrutinized company."</p> <p>c. I certify I have requested and received written permission from DOAS to submit a response to this Event in accordance with O.C.G.A. Section 50-5-84.</p>	a.												
8	Have you submitted a completed Tax Compliance form?	Response												
	<p>To be eligible for contract award, the supplier must not owe taxes to the State of Georgia. Also, in accordance with Official Code of Georgia Annotated §50-5-82, the State Entity is prohibited from awarding any contract valued at more than \$100,000.00 to a nongovernmental vendor if that vendor or an affiliate of the vendor is a "dealer" failing or refusing to collect sales or use taxes on its sales delivered to Georgia. Each Supplier must submit a completed <b>Tax Compliance Form (SPD-SP045)</b>, which has been provided as a downloadable document by accessing the link below. In the event the Supplier is being considered for contract award (and the contract is valued at more than \$100,000.00), the information provided in the <b>Tax Compliance Form</b> will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the Supplier is a "prohibited source" or has other tax deficiencies. The State Entity reserves the right to submit the Supplier's completed form to DOR for review even if the contract is valued at less than \$100,000.00. Download the <b>Tax Compliance form</b> using the link below and upload the completed form as part of your response:</p> <p style="text-align: center;"><a href="http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation">http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation</a></p>	Yes												

### Supplier General Information Worksheet

	<p>Any Offeror identified as a prohibited source will be ineligible for award. Accordingly, the Offeror is strongly encouraged to check its tax status now and resolve any outstanding tax liabilities prior to submitting this response. Department of Revenue has identified the following source to allow Offerors to check current tax status:</p> <p><a href="https://gtc.dor.ga.gov/">https://gtc.dor.ga.gov/</a> /</p>	
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## TAX COMPLIANCE

### INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: **Life Resources of Georgia, Inc.**
- Physical Location Address: 6405 Sugarloaf Parkway, Duluth GA 30097
- Federal Identification Number (FEI): 26-0541427
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): N/A
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: 2375728-BI
- What type of service will you perform? Grant Administration
- Will you sell any tangible personal property or goods? No
- Supplier's Affiliate's Name: N/A
  - FEI: N/A
  - STI: N/A
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Cory Robinson
  - Telephone Number: 770-757-4870
  - E-mail Address: [cory@coryrobinsoncpa.com](mailto:cory@coryrobinsoncpa.com)

### NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at [tsd-state-contractors@dor.ga.gov](mailto:tsd-state-contractors@dor.ga.gov) for processing in accordance with the *Georgia Procurement Manual*.

## ATTACHMENT 7

### CONTRACT SCOPE, RESPONSIBILITIES, DELIVERABLES, PAYMENT SCHEDULE

#### 1. SCOPE OF WORK

The Positive Alternatives for Pregnancy and Parenting Program is established to develop a state-wide effort that promotes healthy pregnancies and childbirth by awarding funding to nonprofit organizations to provide pregnancy support services to women at no cost. The Contractor shall serve as the Contract Management Agency ("Agency") which is responsible for administering the Program. The Agency will select Direct Client Service Providers ("Providers") and subcontract with the Providers to provide pregnancy support services, monitor compliance of the Providers, and provide programmatic and financial reports to the Georgia Department of Public Health ("DPH").

#### 2. DEFINITIONS

*Agency* means the entity selected by DPH to serve as contract management agency in accordance with O.C.G.A. § 31-2A-33, and its successors.

*Attending Physician* means the physician who has primary responsibility at the time of reference for the treatment and care of the client.

*Eligible Client* means a woman who is a resident of Georgia, who is or believes she may be pregnant.

*Pregnancy Support Services* means the following:

- (a) Medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning;
- (b) Nutritional services and education;
- (c) Housing, education, and employment assistance during pregnancy and up to one year following a birth;
- (d) Adoption education, planning, and services;
- (e) Child care assistance if necessary for the client to receive pregnancy support services;
- (f) Parenting education and support services for up to one year following a birth;
- (g) Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices; and
- (h) Information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth.

*Program* means the Positive Alternatives for Pregnancy and Parenting Program established pursuant to O.C.G.A. § 31-2A-31 *et seq.*

### 3. SPECIFIC CONTRACTOR RESPONSIBILITIES

Agency shall complete the following actions, tasks, obligations and responsibilities:

- A. Develop and implement an advertising method to notify providers of the availability of funding.
- B. Develop and implement a selection process for providers based on the following DPH guidelines.
  - i. On a yearly basis, using the guidelines below, Agency shall select Direct Client Service Providers to provide Pregnancy Support Services to Eligible Clients at no cost;
  - ii. Application process. Agency shall create and implement a process to select Providers that apply for and compete to participate in the Program. Providers shall submit applications in a competitive application process. As part of the process, Agency shall require Providers to complete the application form, attached as **Exhibit “A” Application to Participate in Pregnancy Support Services Program** and provide the required documentation.
  - iii. Successful applications by Providers must demonstrate, at minimum, the following Provider qualifications:
    - (1) Be a nonprofit organization incorporated in this state with a tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986;
    - (2) Have a primary mission of promoting healthy pregnancy and childbirth;
    - (3) Have a system of financial accountability consistent with generally accepted accounting principles, including an annual budget;
    - (4) Have a board that hires and supervises a director who manages the organization’s operations;
    - (5) Have provided pregnancy support services for a minimum of one year;
    - (6) Currently offer pregnancy tests and counseling for women who are or may be experiencing unplanned pregnancies;
    - (7) Will be able to offer, if selected, any of the eight pregnancy support services:

- a. Medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning;
- b. Nutritional services and education;
- c. Housing, education, and employment assistance during pregnancy and up to one year following a birth;
- d. Adoption education, planning, and services;
- e. Child care assistance if necessary for the client to receive pregnancy support services;
- f. Parenting education and support services for up to one year following a birth;
- g. Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices; and
- h. Information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth.

(8) Maintain confidentiality of all data, files, and records of Eligible Client related to the services provided and in compliance with state and federal laws.

- iv. Provider's application must demonstrate that Provider has competent experience and the capacity to provide any of the eight Pregnancy Support Services, through its own personnel and facilities or through competent and experienced third-party vendors under contract to Provider.
- v. Provider applications must also require the following information:
  - 1) Annual revenue for the prior year;
  - 2) Number of women who were provided pregnancy related services served during the prior year;
  - 3) Number of each of the Pregnancy Support Services provided during the prior year;
  - 4) Additional pregnancy related services provided;
  - 5) Estimate of additional number of Eligible Clients that can be served with the funding;

- 6) Estimate of additional number of each of the Pregnancy Support Services that can be provided with the funding;
  - 7) The amount of funding estimated to be needed for each Pregnancy Support Service that the applicant proposes to offer, with an itemized estimate for each;
  - 8) Total amount of funding requested (up to 85% of the annual revenue for the prior year in accordance with O.C.G.A. § 31-2A-35(b));
  - 9) Copies of printed materials offered during the prior year to encourage childbirth instead of voluntary termination of pregnancy and which assist pregnant women or women who believe they may be pregnant to choose childbirth whether they intend to parent or select adoption for the child;
  - 10) A plan for reaching Eligible Clients;
  - 11) A plan for advertising Pregnancy Support Services; and
  - 12) Current location and an explanation of how it is accessible to Eligible Clients.
- vi. Agency shall also consider the following qualifications in selecting Providers:
- 1) Quality of services;
  - 2) Office location with dedicated space to provide confidential, direct in-person counseling;
  - 3) Ability to reach Eligible Clients in need of services; and
  - 4) Ability to serve Eligible Clients in geographic areas of the state not covered by other Providers.
- C. Evaluate Provider applications on a competitive basis and recommend Providers to DPH that demonstrate competent experience and capacity to provide any of the required Pregnancy Support Services and that satisfy all minimum requirements. Agency shall provide the results of its Provider evaluations to DPH in a report format.
- D. Communicate written acceptance or denial of applications, that have been approved by DPH, to Direct Client Service Providers;
- E. Enter into a subcontract with provider for the provision of services. Agency shall use the attached **Exhibit “B” Agreement to Provide Pregnancy Support Services**.

- F. Require Providers to submit monthly reports to the Agency. Such reports will include the following:
- (i) the unduplicated number of Eligible Clients who visited Provider;
  - (ii) the unduplicated number of Eligible Clients who received one or more Pregnancy Support Services;
  - (iii) the unduplicated number of Eligible Clients who were determined to be pregnant; and
  - (iv) the unduplicated number of Eligible Clients who:
    - 1. carried their pregnancy to term, and chose to keep the child;
    - 2. carried their pregnancy to term, and chose to give the child up for adoption;
    - 3. chose to abort the pregnancy; and
    - 4. the number of Eligible Clients seen for whom Provider was unable to verify the ultimate decision with regard to the pregnancy.
- G. Monitor the continuing compliance with the subcontract and ensure that Providers fulfill all subcontract requirements.
- H. Process, inspect, review, and approval subcontractors' budgets, invoices for payment and documentation of expenditures.
- I. Maintain records for each applicant and award; and
- J. Coordinate activities and correspondence between the DPH and Direct Client Service Providers.
- K. Develop and implement an evaluation plan to monitor progress and outcomes for the proposed Pregnancy Support Services, as outlined in its application.
- L. Submit timely and complete quarterly and end of the year programmatic reports using the forms provided by DPH.
- M. Establish a procedure for reviewing and responding to any complaints against Direct Client Service Providers from Eligible Clients.
- N. Protect the confidentiality of Eligible Clients' personal health information in accordance with HIPPA.



#### **4. DPH RESPONSIBILITIES**

- A. Publish the Direct Client Service Provider Criteria on its website.
- B. Review Agency's recommendation for Providers to receive funding.
- C. Determine, with input from the Agency, the maximum amount to be awarded to each Direct Client Service Provider, and such amount shall not exceed 85 percent of the annual revenue for the prior year of any provider.
- D. Provide Agency written approval to communicate acceptance or denial of Providers to participate in the Program and provide the amount of funding to be provided during the next contract term.
- E. Conduct an annual audit of each Direct Client Service Provider by an independent certified public accountant within 120 days of the completion of its fiscal year verifying that it has complied with all requirements of this article and any other requirements of the DPH.

#### **5. DELIVERABLES**

Payment of invoices is contingent on the timely remittance of the deliverables and the submission of invoices. Failure to submit deliverables as required may delay or negate payment of invoice.

- A. Communicate acceptance or denials of the application to Providers within 7 days of DPH approval.
- B. Subcontract with participating providers within 15 days of approval.
- C. As needed, coordinate activities and correspondence between DPH and Direct Client Service Providers.
- D. Within two weeks of the end of the quarter, submit quarterly reports on the forms provided by DPH.
- E. Within 2 weeks of the end of the contract term, submit an Annual Report using the form provided by DPH, and submit Provider annual reports to DPH.

## LINE ITEM BUDGET

<b>CONTRACTOR</b>	<b>CONTRACT NUMBER</b>
Life Resources of Georgia, Inc.	40500-040-17172496
<b>CONTRACTOR CONTACT NAME</b>	<b>CONTRACTOR CONTACT PHONE NUMBER</b>
Christina Middleton	678-622-5947
<b>Electronic Funds Transfer?</b> <input type="checkbox"/> Yes (Authorization for EFT must be attached or on file) <input type="checkbox"/> No	

**Remit Invoices to:**

Georgia Department of Public Health  
 Attn: Diane Durrence  
 Diane.Durrence@dph.ga.gov

Type of Expenses	Total Approved Budget Funds
A. Personal Services (Salaries)	\$115,000.00
B. Regular Operating	\$20,000.00
C. Travel	\$12,000.00
D. Equipment	\$3,000.00
E. Facility Costs	\$30,000.00
F. Per Diem / Fees	
G. Telecommunications	\$2,400.00
H. Other – specify: Grant Meeting/Orientation/Training Expenses	\$7,000.00
<b>Administrative Fees</b>	<b>\$189,400.00</b>
A. Provider Costs--Reimbursement of allowable costs up to the approved budget amounts as invoiced by providers for Pregnancy Support Services to Eligible Clients, including Pregnancy Support Services that are provided through a third-party vendor	\$2,810,600.00
<b>TOTAL</b>	<b>\$ 3,000,000.00</b>

## EXHIBIT A

### APPLICATION TO PARTICIPATE IN PREGNANCY SUPPORT SERVICES PROGRAM

#### **Application Guidelines and Submission Procedure:**

The attached Application Form must be completed by each applicant.

<b>Program Period:</b>	12 months
<b>Copies to submit:</b>	1 original application via US Mail plus 1 electronic copy via email
<b>Page Maximums:</b>	Please note space limitations in each section of the application
<b>Send Application to:</b>	<u>By Mail:</u> TBD (Contractor Agency Name) Attn: Address City, State, Zip  <u>By Email:</u> Contractor Agency Lead

<b>Application Deadline:</b> Application must be received by : TBD
--

#### **Requirements for the Application:**

- Only nonprofit organizations in Georgia with a tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 may apply for this funding.
- Only organizations that have provided pregnancy support services for a minimum of one year may apply for this funding.
- Applicants must have a primary mission of promoting healthy pregnancy and childbirth.

**Required Components: Please only use space allocated.** See Application Form, which begins on page \_\_\_\_ of this document.

**Element 1- Capacity Summary (20 points):** This section will focus on the organization's mission and vision statement and demographic data and current numbers served for target population.

**Element 2- Potential Impact (15 points):** This section will focus on the organization's work to promote healthy pregnancies and parenting for vulnerable populations and strategies to address issues of cultural competency serving target population.

**Element 3-Program Description (35 points):** This section will focus on the steps and processes used to deliver pregnancy support services, experience with delivering these services, as well as identifying any barriers and the strategies used to overcome these obstacles.

**Element 4-Evaluation (10 points):** This section will focus on the criteria your organization will use to evaluate the success of the program, using measurable goals and objectives, evaluation tools, etc.

**Element 5- Budget (10 points):** This section will focus on the budget, indicating all income, expenditures and the source of income/funding. Please note any in-kind or matching funds that will support your efforts as part of your budget detail.

**Element 6 – Sustainability (10 points):** This section will describe efforts to sustain improvements and continue to develop the program after the contract term ends.

### **Review Process**

- Applications will be reviewed by \_\_\_\_\_. The deadline for submission will be the last working day of the month preceding review. For example, applications received on or before September 30<sup>th</sup> will be reviewed in October.
- All application questions must be completed to be considered for review.
- Facilities will be notified by email of receipt of the application within ten days of submission.

### **Award Notification**

Award decisions will be announced on or before \_\_\_\_\_, 201\_. Applicants selected for funding will be notified by phone and email.

Applicants selected for funding will be responsible for submitting monthly program and financial updates. A reporting template will be provided.

### **Instructions for submission of applications**

Please mail your complete application to:

TBD (Contractor Agency Name)  
Attn:  
Address  
City, State, Zip  
By Email: Contractor Agency Lead

## **Application Form**

**Name of Organization:** Enter name of organization here

**Address:** Enter Complete Mailing Address (include city and zip code) here

### **Contact Person Completing Application:**

Name, with Credentials:

Title:

Phone Number:

Email Address:

### **Element 1: Capacity Summary**

1.1. Describe your organization's mission and vision.

1.2 Describe your organization's governing structure, including organizational chart, board of directors and biography of key leadership.

1.3. How does this program fit within the mission/vision of the institution?

1.4. Please provide data for services rendered during the prior year:

# Clients who carried their pregnancy to term, and chose to keep the child

# Clients who carried their pregnancy to term, and chose to give the child for adoption

# Clients who chose to abort the pregnancy

# Clients seen for whom Provider was unable to verify the ultimate decision with regard to the pregnancy

Number of each of the eight Pregnancy Support Services provided:

1. Medical care and information:
  - # Pregnancy tests
  - # Sexually transmitted infection tests
  - # Other health screenings
  - # Ultrasound services
  - # Prenatal care
  - # Birthing classes
2. # Nutritional services and education
3. # Housing, education, and employment assistance during pregnancy and up to one year following a birth
4. # Adoption education, planning, and services
5. # Child care assistance if necessary for the client to receive pregnancy support services
6. # Parenting education and support services for up to one year following a birth
7. # Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices
8. Information regarding health care benefits:
  - # Medicaid coverage
  - # Additional pregnancy related services provided

## **Element 2: Potential Impact**

2.1. What practices or procedures are in place to promote healthy pregnancies and parenting? Include information about staff training, etc.

2.2. Describe a project or specific strategy, if applicable, that your organization has undertaken to increase healthy pregnancies.

2.3. How many additional clients do you estimate that can be served with the funding? Please explain.

## **Element 3-Program Description:**

3.1. Does your organization offer medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning?

3.2. Does your organization offer nutritional services and education?

3.3. Does your organization offer housing, education, and employment assistance during pregnancy and up to one year following a birth?



3.4. Does your organization offer adoption education, planning, and services?

3.5. Does your organization offer child care assistance if necessary for the client to receive pregnancy support services?

3.6. Does your organization offer Parenting education and support services for up to one year following a birth?

3.7. Does your organization offer material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices?

3.8. Does your organization offer information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth?

3.9. List community resources to which you refer clients for miscellaneous support services.

3.10. List all organizational staff that will participate in this program (include titles and brief description of duties).

#### **Element 4-Evaluation:**

4.1. Please select the items for which you currently document:

- ☐ Medical care services
- ☐ Nutritional services and education
- ☐ Housing, education, and employment assistance
- ☐ Adoption education, planning, and services
- ☐ Childcare assistance
- ☐ Parenting education and support services
- ☐ Material items distributed
- ☐ Healthcare benefit services

4.2. Please select the following items for which you routinely collect and analyze data:

- ☐ Medical care services
- ☐ Nutritional services and education
- ☐ Housing, education, and employment assistance
- ☐ Adoption education, planning, and services
- ☐ Childcare assistance
- ☐ Parenting education and support services
- ☐ Material items distributed
- ☐ Healthcare benefit services

4.3. Who will be responsible for data collection for the program?

4.4. What other methods of evaluation (if any) are currently in use?

4.5 Does your organization have the ability to maintain confidentiality in compliance with state and federal law?

**Element 5- Budget:**

5.1 Describe your organization's system of financial accountability.

5.2. How do you plan to use the funding? Include any plans for in-kind or matching funds.

**Element 6 – Sustainability:**

6.1 Describe how your organization will sustain increased program services once program funding ends.

**Exhibit B**  
**AGREEMENT TO PROVIDE PREGNANCY SUPPORT SERVICES**

\_\_\_\_\_ (Agency), serving as contract management agency to the Georgia Department of Public Health (DPH) in accordance with O.C.G.A. § 31-2A-33, hereby contracts with \_\_\_\_\_ (Provider) to provide pregnancy support services to eligible clients as follows:

**1. Parties; Third Party Beneficiary.** The parties to this contract are Agency and Provider. DPH is an intended third-party beneficiary of this Agreement.

**2. Term.** This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_ unless terminated earlier. Agency's obligation to make payment under Paragraph 6, and Provider's obligations under Paragraphs 7 and 8, shall survive the expiration or termination of this contract.

**3. Definitions.**

*Agency* means the entity selected by DPH to serve as contract management agency in accordance with O.C.G.A. § 31-2A-33, and its successors.

*Attending Physician* means the physician who has primary responsibility at the time of reference for the treatment and care of the client.

*Eligible Client* means a woman who is a resident of Georgia, who is or believes she may be pregnant.

*Pregnancy Support Services* means the following:

- (a) Medical care and information, including but not limited to pregnancy tests, sexually transmitted infection tests, other health screening, ultrasound service, prenatal care, and birth classes and planning;
- (b) Nutritional services and education;
- (c) Housing, education, and employment assistance during pregnancy and up to one year following a birth;
- (d) Adoption education, planning, and services;
- (e) Child care assistance if necessary for the client to receive pregnancy support services;
- (f) Parenting education and support services for up to one year following a birth;
- (g) Material items which are supportive of pregnancy and childbirth including, but not limited to, cribs, car seats, clothing, formula, or other safety devices; and

- (h) Information regarding health care benefits, including but not limited to, available Medicaid coverage for the client for pregnancy care that provides health coverage for the client's child upon his or her birth.

*Program* means the Positive Alternatives for Pregnancy and Parenting Program established pursuant to O.C.G.A. § 31-2A-31 *et seq.*

**4. Client Screening.** Provider shall implement procedures to screen and identify Eligible Clients.

**5. Services.** Provider will offer any or all eight Pregnancy Support Services to Eligible Clients, and provide such services as needed and at no charge to Eligible Clients, either through its own personnel and facilities or through third-party vendors under contract to Provider. If Provider elects to provide Pregnancy Support Services through a third-party vendor, then Provider must have a written agreement for referral in place which provides, at a minimum, that the vendor shall comply with the Standards of Conduct set out in Paragraph 9 below, and that the vendor shall not charge Eligible Clients for Pregnancy Support Services.

**6. Billing and Payment.** Provider shall invoice and bill according to **Exhibit C Expenditure of Funds and Exhibit D Invoice** for Pregnancy Support Services which it provides to Eligible Clients, including Pregnancy Support Services that are provided through a third-party vendor:

**7. Audits.** Provider shall have and maintain a system of financial accountability consistent with generally accepted accounting principles, including an annual budget. Provider shall cooperate with any audit conducted by or on behalf of Agency or DPH deemed necessary to verify that Provider has complied with all the requirements of the Program, including but not limited to furnishing information and documents upon request by the auditors.

**8. Reports.** Provider shall maintain accurate records and shall report data to the Agency monthly and in an Annual Report on the forms provided by DPH. At a minimum, the monthly report will include the following monthly and annual aggregate information:

- (a) the unduplicated number of Eligible Clients who visited Provider;
- (b) the unduplicated number of Eligible Clients who received one or more Pregnancy Support Services;
- (c) the unduplicated number of Eligible Clients who were determined to be pregnant; and
- (d) the unduplicated number of Eligible Clients who
  - i. carried their pregnancy to term, and chose to keep the child;
  - ii. carried their pregnancy to term, and chose to give the child up for adoption;
  - iii. chose to abort the pregnancy; and
  - iv. the number of Eligible Clients seen for whom Provider was unable to verify the ultimate decision with regard to the pregnancy.

- 9. Standards of Conduct.** Provider shall abide by the following standards of conduct with regard to all Eligible Clients, and shall ensure that any third-party vendors it engages to provide Pregnancy Support Services does the same:
- (a) Provider shall protect the confidentiality of Eligible Clients' personal health information in accordance with HIPAA and **Attachment 9 Business Associate Agreement**;
  - (b) Provider shall provide Eligible Clients with their own personal health information upon request in accordance with HIPAA;
  - (c) Provider shall not provide an Eligible Client with an abortion; directly refer an Eligible Client to an abortion provider for an abortion; or encourage or affirmatively counsel an Eligible Client to have an abortion, unless the client's attending physician diagnoses a condition which makes such abortion necessary to prevent her death;
  - (d) Provider shall not promote any religious or political cause to an Eligible Client through any means, including, but not limited to, counseling or written materials. This does not preclude the Provider from having religious or political discussions, and providing such written materials, in its activities that are not related to the Program.
  - (e) Provider shall not represent, by suggestion, statement, or omission, that it provides abortion services;
  - (f) Provider shall not employ any name, symbol, or slogan that represents, by suggestion, statement, or omission, that it is an abortion facility;
  - (g) Provider shall not represent, by suggestion, statement, or omission, that it provides medical services, unless it employs a licensed physician or nurse on the premises to provide the medical services;
  - (h) Provider shall provide each Eligible Client with accurate information on the developmental characteristics of babies and of unborn children, including offering the printed materials described in Code Section 31-9A-4 on fetal development and assistance available following a birth;
  - (i) Provider shall provide information regarding the risks and consequences of pregnancy, childbirth, and abortion. Such information shall be accurate, scientifically based, and consistent with the standards of the American Medical Association and the American Congress of Obstetricians and Gynecologists; and
  - (j) Provider shall not use the DPH name or logo in any manner, including advertisements, internet pages, or written materials, without the express prior written permission of the DPH Director of Communications.
- 10. Termination.** This contract may be terminated by the Agency at any time for breach or for convenience.
- 11. Non-Discrimination.** Provider shall not discriminate against any client on the basis of race, national origin, gender, age, religion, or any other ground prohibited by state or federal law.

**12. Entire Agreement.** This contract constitutes the entire agreement between the parties and supersedes any prior discussions or understandings. It may be amended only by a writing plainly titled "Amendment" and signed by both parties. Provider's rights and duties under this contract cannot be assigned.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AGENCY**

**PROVIDER**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:



## **EXHIBIT C EXPENDITURE OF FUNDS**

### **Proposed Budget**

Prior to each contract term, each direct client services provider must submit for approval a proposed budget and budget narrative. This provides an estimation of the organization's cost for providing Pregnancy Support Services. The proposed budget shall include the cost of Pregnancy Support Services to be provided, the personnel time spent to provide those services, and other allowable expenditures listed below.

Providers will be compensated at the rate of \$60.00 per hour for the personnel time spent to provide Pregnancy Support Services to clients

Pregnancy tests will be reimbursed at the rate of \$1.50 per pregnancy test provided to clients.

Providers will be reimbursed for other allowable expenses that are reasonable, necessary and directly related to the provision of approved Pregnancy Support Services (*see a full list of allowable and non-allowable expenditures at the end of this page*). Providers shall include a request for these funds in their proposed budget and include any documentation necessary to support the request (*i.e. description of need, pricing, etc.*).

Once approved, the budget will set out the maximum reimbursement amount for the contract term. Providers may submit a written request for a budget amendment.

### **Remuneration for Services**

Providers will be reimbursed for expenditures for Pregnancy Support Services up to the approved budget amount.

### **Monthly Invoice and Monitoring Report**

Providers must request payment on a monthly basis through the submission of the properly completed *Invoice* and *Monthly Monitoring Report*.

The monthly invoice and report are due to the contract management agency by the 15<sup>th</sup> day of the month. Should the 15<sup>th</sup> fall on a Saturday or a Sunday, the invoice and report are due the following Monday.

### **Procedure for Incorrect Invoice Packets**

The contract management agency will not correct invoices. If there are errors, providers will receive an e-mail and will be responsible for submitting a new corrected invoice.

### **Allowable expenditures include the following:**

- Promotional items- Pens, coffee cups, etc.
- Brochures- Non faith-based (with prior approval of content)
- Postage and delivery- (for direct correspondence to Pregnancy Support Clients)
- Training supplies- For program related topics (not faith-based)
- Office supplies -As related to direct program services

- Printing- As related to the contract
- Bus passes- Expense above reimbursement for client transportation to and from provider and health care provider

**Non-Allowable Expenditures for items listed below are prohibited:**

- Flowers
- Plaques
- Decorative items, such as potted plants, statues, pictures, etc.
- Greeting cards
- Fees and dues related to professional or occupational licenses
- Entertainment, including food, candy, drinks, or decorations
- Severance pay and unearned leave
- Organizational affiliations, fund raising, or lobbying
- Capital improvements, alterations, building construction, or renovations
- Purchase of vehicles
- Cash awards to employees or ceremony expenditures
- Penalty on borrowed funds
- Direct monetary assistance to clients
- Development of software programs
- Personal cellular telephones
- Office parties, entertainment
- Appliances for *the personal convenience of the staff* including microwave ovens, refrigerators, coffee pots, portable heaters, fans, etc.
- Water coolers, bottled water

EXHIBIT D

MONTHLY INVOICE

<b>Company Name</b> Street Address, City, ST ZIP Code Phone      Fax email	
<b>BILL To</b> Contact Name Company Name Street Address City, ST ZIP Code phone No.	<b>COMMENTS</b>

Date	DESCRIPTION	BALANCE	AMOUNT
AMOUNT DUE			

Remittance	
Statement #	Statement #
Date	Date
Amount Due	Amount Due

## **ATTACHMENT 8 INSURANCE or BOND FORMS**

Contractor shall, at a minimum, prior to the commencement of work, procure the insurance policies identified below at Contractor's own cost and expense and shall furnish DPH with proof of coverage at least in the amounts indicated. Proof of insurance must be received by the DPH Contracts Administration within 10 days of execution of this contract. Proof of insurance on renewals must be received by DPH Contracts Administration prior to start date of renewal period. It shall be the responsibility of Contractor to require any subcontractor to secure the same insurance coverage as prescribed herein for Contractor, and to obtain a certificate evidencing that such insurance is in effect. Contractor shall indemnify, hold harmless and name the following as Additional Insured: DPH, the State of Georgia, its officers, employees and agents from any liability arising out of Contractor's or subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein:

- A. Workers' Compensation Insurance, the policies to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$100,000.00 per employee
Bodily Injury by Disease	\$100,000.00 per employee
Bodily Injury by Disease	\$500,000.00 policy limit

- B. Commercial General Liability Policy(ies) as follows:

General Aggregate Limit	\$2,000,000.00
Products & Completed Operations Limit	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00

- C. Automobile Liability

Combined Single Limit	\$1,000,000.00
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- D. Liability for property damage in the amount of \$3,000,000.00, including contents coverage for all records maintained pursuant to this Contract.

- E. Failure to provide Proof of Insurance within the timeframe described above will result in the termination of this contract.

- F. As stated above, contractor shall procure and maintain insurance which shall protect the contractor and the state from any claims for bodily injury, property damage, or personal injury which may arise out of operations under the agreement. Contractor shall procure the insurance policies at the contractor's own expense and shall furnish the state an insurance certificate listing the state as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the contractor includes contractual liability coverage to protect the state. The certificate shall be furnished no later than ten (10) business days after notification of the State's intent to award a contract. In addition, the insurance certificate must provide the following information:

1. Name and address of authorized agent

2. Name and address of insured
3. Name of insurance company (licensed to operate in Georgia)
4. Description of coverage in standard terminology
5. Policy period
6. Limits of liability
7. Name and address of certificate holder
8. Acknowledgment of notice of cancellation to the state
9. Signature of authorized agent
10. Telephone number of authorized agent
11. Details of policy exclusions in comments section of insurance certificate

## ATTACHMENT 9

Department of Public Health Form GC-00901A

### BUSINESS ASSOCIATE AGREEMENT

**WHEREAS**, the Georgia Department of Public Health (“DPH”) and Life Resources of Georgia, Inc. (“Contractor”) have entered into the attached Contract, whereby Contractor will provide functions, activities, or services to DPH involving the use of Protected Health Information (“PHI”) as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

**WHEREAS**, DPH is required by HIPAA to enter into a Business Associate Agreement with entities which provide functions, activities, or services on behalf of DPH involving the use of PHI;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, DPH and Contractor agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), and in the implementing regulations of HIPAA and HITECH, now and as they may be amended in the future. Together HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and the Security Rule.”
2. Subject to the limitations of this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by DPH.
3. Contractor warrants that the individuals described on Attachment D-1 require access to PHI in order to perform services under the Contract. Contractor shall update Attachment D-1 as necessary.
4. Contractor warrants that the individuals described on Attachment D-2 require access to a DPH information system in order to perform services under the Contract. Contractor shall notify the DPH Project Leader no less than 24 hours in advance if any other individuals will need access to the DPH information system
5. Contractor warrants that only individuals designated by title or name on Attachments D-1 and D-2 will request or access PHI from DPH, that they will only do so in the performance of services under the Contract, and that these individuals will only request the minimum necessary amount of information in order to perform those services.
6. The parties agree that Contractor is a “Business Associate” to DPH within the meaning of the Privacy and Security Rule. Contractor shall comply with all obligations of the Privacy Rule and Security Rule that apply to DPH, and shall comply with all Privacy Rule and Security Rule requirements that apply to Business Associates. Contractor further warrants that it maintains and follows written policies and procedures to achieve and maintain compliance with the Privacy and Security Rules that apply to Business Associates, and that it will update such policies and procedures as necessary in order to comply with the and changes to the Privacy and Security

Rules. These policies and procedures, and evidence of their implementation, shall be provided to DPH upon request.

7. All communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

- A. At DPH:
- Meredith Grant  
HIPAA Privacy Officer, Office of General Counsel  
2 Peachtree Street, NW, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Meredith.Grant@dph.ga.gov  
404-232-1682
- Tamika Bass, CISA, CRISC, CBCP  
Chief Information Security Officer, Office of Information Technology  
2 Peachtree Street, NW, 12<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Tamika.Bass@dph.ga.gov  
404-463-0802

- B. At Contractor: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

8. Contractor further agrees:

- A. Contractor will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or law.
- B. Contractor will establish, maintain and use appropriate administrative, physical, and technical safeguards to prevent loss, use, or disclosure of the PHI other than as provided for by this Agreement, the Contract, or law.
- C. Contractor will implement and use administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of DPH.
- D. In addition to the safeguards described above, Contractor shall impose access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time.
- E. Contractor will password-protect and encrypt all electronic PHI for transmission and for storage on portable computers and media devices.
- F. Contractor will mitigate, to the extent practicable, any harmful effect that result from a loss, use, or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract, or law. Contractor shall bear the costs of mitigation, which shall include the



reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft (including name, date of birth, and Social Security Number.)

- G. Contractor will maintain a written Business Associate Agreement with any agent or subcontractor that will create, receive, maintain, or transmit on Contractor's behalf any PHI pertaining to DPH. Such Agreement shall provide that Contractor's agent or subcontractor agrees to the same restrictions and conditions of this Agreement with respect to PHI that Contractor receives from DPH, and that Contractor's agent or subcontractor assumes the same duties with regard to the PHI that Contractor has assumed under this Agreement. Contractor further agrees that if it becomes aware of a pattern of activity or practice of its agent or subcontractor that constitutes a material breach or violation of its agreement with Contractor, then Contractor shall take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the agreement.
- H. Contractor will immediately report to DPH any "Breach" as defined by 45 CFR 164.402, and any known or suspected loss, use, or disclosure of PHI that is not authorized by this Agreement, the Contract, or law.
- I. Make an initial report to DPH in writing in such form as DPH may require within three business days after Contractor learns of a suspected unauthorized loss, use, or disclosure of PHI. This report will include the following:
  - i. The nature of the loss, use, or disclosure, a brief description of what happened, the date it occurred, and the date Contractor discovered the incident;
  - ii. The specific data points of PHI involved in the loss, use, or disclosure;
  - iii. The names of all persons with knowledge of the loss, use, or disclosure, and the names or categories of persons who may have obtained access to the PHI as a result;
  - iv. The corrective or investigative actions taken or to be taken in order to mitigate harmful effects, and to prevent further losses, uses, or disclosures;
  - v. Recommended protective actions to be taken by individuals whose PHI may have been lost, used, or disclosed; and
  - vi. Whether Contractor believes that the loss, use, or disclosure constitutes a Breach.
- J. Contractor will, upon request by the DPH Privacy Officer or the DPH Information Security Officer, provide a complete report of the Breach to DPH including a root cause analysis and a proposed corrective action plan. Upon request by DPH, Contractor shall implement the corrective action plan and provide proof of implementation.
- K. Contractor will report to the DPH Privacy Officer and the DPH Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three business days of discovery.

- L. Contractor will cooperate with DPH and provide assistance necessary for DPH to determine whether a Breach has occurred, and whether notification of the Breach is legally required or otherwise appropriate.
- M. If DPH determines that a Breach has occurred as a result of Contractor's loss, use, or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rule, then Contractor will provide all required notices to affected individuals, the Secretary of the U. S. Department of Health and Human Services, and the media, at Contractor's expense and in accordance with 45 C.F.R. Part 164 subpart D. Such notices shall be submitted in advance to the DPH Privacy Officer for approval.
- N. Contractor will honor requests by DPH or by an individual for access to the individual's own PHI in accordance with 45 CFR 164.524; to make PHI available for amendment, and to incorporate such amendments into a designated record set in accordance with 45 CFR 164.526; to provide an accounting of all disclosures of the individual's PHI in accordance with 45 CFR 164.528; to document any such requests and the Contractor's response; and to notify DPH as soon as practicable of any such requests.
- O. Contractor will provide access to the Secretary of the U.S. Department of Health and Human Services to Contractor's books and records and policies, practices, or procedures relating to the use and disclosure of PHI received from DPH, or created or received by Contractor on behalf of DPH.
- P. In addition to any indemnification provisions in the Contract, Contractor will indemnify DPH from any loss or liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employees, agents, or subcontractors. Such liability will include without limitation all actual and direct costs, settlement payments, damages awarded, civil penalties, litigation expenses, and attorneys' fees incurred by DPH.

9. Unless otherwise provided by law, DPH agrees that it will:

- A. Notify Contractor of any new limitation in DPH's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, permission by an individual for DPH to use or disclose PHI if such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DPH has agreed to in accordance with the Privacy Rule if such restriction will affect Contractor's use or disclosure of PHI.
- D. Before agreeing to any changes in or revocation of permission by an individual, or any restriction to use or disclose PHI, DPH will contact Contractor to determine feasibility of compliance. DPH agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The effective date of this Agreement shall be the same as that of the Contract. Unless otherwise terminated, this Agreement shall continue until all of the PHI provided by DPH to Contractor, or

created or received by Contractor on behalf of DPH, is destroyed or returned to DPH.

- A. Termination for Cause. Upon violation of a material term of this Agreement by Contractor, DPH may provide an opportunity for Contractor to cure the breach and, if Contractor fails to cure the breach, terminate the contract upon 30 calendar days' notice.
- B. Termination for Convenience. In the event that the Contract is terminated for any reason, then DPH may terminate this Agreement for convenience.
- C. Effect of Termination.
  - i. Upon termination of this Agreement, DPH shall determine whether return or destruction of PHI is feasible. If so, then Contractor shall at the direction of DPH either destroy the PHI or to return it to DPH, keeping no copies. If DPH determines that return or destruction is not feasible, then Contractor shall continue to extend the protections of this Agreement to the PHI for as long as Contractor maintains the PHI, and shall limit the use and disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.
  - ii. The obligations imposed upon Contractor with respect to its care, use, and disclosure of PHI, and its duty to comply with the Privacy and Security Rule with regard to such PHI, shall survive the termination of this Agreement and the termination or completion of the Contract.

11. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than DPH and Contractor.

12. This Agreement is intended to supplement, and not to diminish or alter, the terms and conditions of the Contract.

**Life Resources of Georgia, Inc.**

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## ATTACHMENT D-1

### Individuals Permitted to Receive, Use, and Disclose DPH PHI

The following individual, as employees or agents of Contractor, need access to DPH Protected Health Information in order for Contractor to perform the services described in the Contract:

- \_\_\_\_\_ Title: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Title: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Title: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Title: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ Title: \_\_\_\_\_

Approved methods of secure delivery of PHI between Contractor and DPH:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DPH Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to the DPH Project Leader. Use of DPH Protected Health Information by individuals who are not described on this Attachment D-1, as amended from time to time, is a violation of the Agreement.

DPH Project Leader Contact Information:

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## ATTACHMENT D-2

### Part 1:

Please initial beside the correct option. Please select only one option.

\_\_\_\_\_ Contractor DOES NOT need any user accounts to access DPH Information Systems. Do not complete Part 2 of this form.

\_\_\_\_\_ Contractor DOES need user accounts to access DPH Information Systems. Please complete Part 2 of this form.

### Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DPH Information Systems. Please attach additional pages if needed.

#### **List of Individuals Authorized to Access a DPH Information System Containing PHI**

The following individuals, as employees or agents of Contractor, need access to DPH Information Systems containing DPH Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DPH Information System	Type of Access (Read only? Write?)

The DPH Project Leader must submit a completed DPH Network Access Request Form for each individual listed above, and for anyone who might later be added to this list.

Contractor must notify the Project Leader identified in the Contract immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement.

Contractor must update this Attachment D-2 as needed and provide the updated form to the DPH Project Leader.

[DPH Form GC-00901A (Rev. 7.2.2013)]